



*City of Arts & Innovation*

# City Council and Housing Authority Memorandum

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**TO: HONORABLE MAYOR, CITY COUNCIL AND HOUSING AUTHORITY BOARD MEMBERS**      **DATE: MAY 24, 2016**

**FROM: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT**      **WARDS: ALL**

**SUBJECT: COMMUNITY LIVABILITY TASK FORCE ACTION PLAN GOALS AND HOMELESS REDUCTION AND PREVENTION STRATEGY FIVE-YEAR PLAN UPDATE - AGREEMENT WITH ALTURA CREDIT UNION - SUPPLEMENTAL APPROPRIATION FROM THE HOUSING AUTHORITY**

## **ISSUES:**

The City Council to receive an update on the Community Livability Task Force Action Plan goals and the Homeless Reduction and Prevention Strategy Five-Year Plan; make a finding that the City continue operating the Emergency and Cold Weather Shelter Programs at 2840 Hulen Place; exercise the City's first option under the First Amendment to the Operating Agreement to purchase 50% of Path of Life Ministries' equity in 2840 Hulen Place; authorize staff to release a Request for Proposals for an Emergency and Cold Weather Shelter Programs operator; and, consider: a Sponsorship Agreement with Altura Credit Union to provide a three-year financial sponsorship for the operation of a housing and employment program for homeless individuals, and a Resolution to support Senate Bill 1380, Homeless Coordination and Financing Council.

The Housing Authority to consider a Professional Consultant Services Agreement with Lotus Development Partners, LLP to develop a financing strategy plan to fund expansion of the Riverside Homeless Services Campus and on-going operations, and a supplemental appropriation of \$150,000 from the Housing Authority for the funding strategy plan.

## **RECOMMENDATIONS:**

That the City Council:

1. Receive an update on the Community Livability Task Force Action Plan goals and Homeless Reduction and Prevention Strategy Five-Year Plan;
2. Make a finding that the City intends to continue operating an emergency and cold weather shelter programs at 2840 Hulen Place; exercise the City's first option under the First Amendment to the Operating Agreement to purchase 50% of Path of Life Ministries' equity in 2840 Hulen Place; and authorize staff to release a Request for Proposals for an Emergency and Cold Weather Shelter Programs operator;
3. Approve a Sponsorship Agreement with Altura Credit Union (Attachment 1) to receive a three-year financial sponsorship for the Residential Opportunities, Occupational Training and Services (ROOTS) program for homeless individuals;



4. Authorize the City Manager, or his designee, to execute the Sponsorship Agreement with Altura Credit Union upon approval by Altura, and to make minor non-substantive changes;
5. Adopt a Resolution (Attachment 3) to support Senate Bill 1380 – Homeless Coordination and Financing Council.

That the Housing Authority:

1. Approve and Authorize the Executive director, or designee, to execute the Professional Consultant Services Agreement with Lotus Development Partners (Lotus) (Attachment 4) in the amount of \$150,000, consistent with Health and Safety Code §34315.3; and
2. Authorize a supplemental appropriation of \$150,000 from the Housing Authority Fund Available Balance Account No. 0000280-298000 to the Housing Authority Professional Services Account No. 28575000-421000 for the funding strategy plan.

### **BACKGROUND:**

On December 15, 2015, staff provided City Council with a six month update on the Community Livability Action Plan and introduced seven new goals<sup>1</sup> that included providing City Council with an update on the Homeless Reduction and Prevention Strategy Five-Year Plan in May 2016. The Homeless Reduction and Prevention Strategy Five-Year Plan update was to identify ongoing efforts that include Basic Needs and Services, Community Education, Preventative Services, Outreach, Employment Services and Permanent Housing<sup>2</sup>.

### **DISCUSSION:**

We know that we cannot end homelessness but we can reduce homelessness in our communities by: (1) working in partnership with our neighbors; (2) adopting a regional Housing First model to address homeless individual's first basic needs, which is shelter; (3) creating a regional Housing Trust to fund the development of affordable housing units that follow the Housing First model; and (4) creating an employment program to help homeless individuals become self-sufficient.

Due to the increasing need for homeless services, adjustments and expansion of the Homeless Reduction and Prevention Strategy Five-Year Plan are necessary. The proposed expansion includes an employment training program; provision of additional affordable housing units and evaluation of possible funding mechanisms to provide long-term, non-general fund, financial support to campus capital improvements and homeless services programming.

This report will provide an update on the Community Livability Task Force Action Plan goals and the Homeless Reduction and Prevention Strategy Five-Year Plan.

### **UPDATES:**

#### **Community Livability Task Force Goal Number 1:**

*“Remain aggressive in managing the problems caused by some of the homeless.”*

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1. On December 15, 2015 the City Council received a six month update on the CLTF Action Plan covering the period of April 1, 2015 to September 30, 2015. The six month update can be viewed at: Engage Riverside/City Clerk Records/City Council/Agency Report/2015/December/12-15-2015 CC RPT 45.

2. The Homeless Prevention and Reduction Strategy Five-Year Plan can be viewed at: Engage Riverside/City Clerk/Records/City Council/Agency Reports/ 2012/September/09-18-12 CC RPT 1.



### **Update:**

The City of Riverside Homeless Outreach team consistently engages with homeless persons and responds to 311 calls related to homelessness. The City partnered with the Riverside University Health System – Behavior Health to hire a Behavioral Health Specialist to join the City's Homeless Outreach Team. This partnership, along with continued partnerships with Riverside Police Department – Community Livability Officers and Problem Oriented Policing officers have addressed homeless individuals' illegal activities.

Since the number of contacts related to livability violations, felony arrests, misdemeanor arrests, high-rate offenders, and patrols in the park made by the Police Department from October 1, 2015 to March 31, 2016 will not be available until May 17<sup>th</sup>, staff will present the information during the May 24<sup>th</sup> City Council meeting.

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### **Community Livability Task Force Goal Number 2:**

*“Engage our neighboring cities and County to develop a complementary, fair-share plan to address the region’s homeless situation.”*

### **Update:**

We have met with the City Managers from Banning, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, and Perris to discuss collaborating to serve homelessness in our cities and county. They were receptive to coordinating efforts to combat homelessness. We also met with the Western Riverside Council of Governments (WRCOG) to discuss their potential lead role in coordinating a regional plan to combat homelessness in Riverside County that not only identifies the challenges faced but builds upon the efforts currently being undertaken by each jurisdiction.

WRCOG agreed to take the lead and held its first meeting under the Technical Advisory Committee meeting on April 21<sup>st</sup> that included: City managers from Riverside, Lake Elsinore, Jurupa Valley, Menifee, Temecula, and Hemet plus representatives from the Office of Supervisor Kevin Jeffries. The group discussed the need to address homelessness on a regional basis and reviewed the 2016 Point-in-Time Count data, list of current location and quantity of shelter beds, and the need for Permanent Supportive Housing using the Housing First model. We also discussed the possibility of creating a Housing Trust Fund to increase the supply of permanent supportive housing units throughout Riverside County. The Housing First Model and Housing Trust Fund will be discussed further at the next Western Riverside Council of Governments Technical Advisory Committee meeting on May 19, 2016. As this meeting occurs after the publication date of this report, staff will provide a verbal update.

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### **Community Livability Task Force Goal Number 3:**

*“Work with the Riverside Continuum of Care Housing Committee and the County of Riverside Department of Public Social Services to identify where additional shelter beds are needed throughout Riverside County based on the 2016 Homeless Point-in-Time Count.”*

### **Update:**

The 2016 Riverside County Point-in-Time Count data (Attachment 5) was released on April 11, 2016. **It shows that the City’s homeless population decreased by 35% from the previous**



**year.** This is a result of increased collaboration among the City's Homeless Outreach Team, Riverside Police Department, Riverside University Health – Behavioral Health, Riverside County Department of Public Social Services, Housing Authority of the County of Riverside, Loma Linda Veteran Affairs, and Lighthouse Social Service Centers to engage homeless individuals and families and link them to services and housing. The 2016 Point-In-Time Count identified 258 unsheltered homeless individuals in the City of Riverside and the sum of 1,351 in the County of Riverside.

The Point-in-Time Count identified that 48 of the 258 unsheltered persons in the City to be chronically homeless. The United States Department of Housing and Urban Development's defines "chronically homeless" as an individual or family that:

- a) Resides in a place not meant for human habitation; and
- b) Has been residing in such a place for at least one year or has experienced at least four separate episodes of homelessness in the last three years; and
- c) Has a head of household with a diagnosable substance abuse disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability.

The City's Homeless Outreach Team has been working to create a "by name list" based upon coordinated assessments of homeless individuals. When these assessments are completed, staff expects to find the number of chronically homeless individuals within the City to increase from the 48 identified during the Point-In-Time Count.

On May 10<sup>th</sup>, City staff asked the Continuum of Care Housing Committee to review the 2016 Riverside County Point-in-Time Count data and identify where additional shelter beds and affordable housing units are needed to address the homeless population throughout Riverside County.

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#### **Community Livability Task Force Goal Number 4:**

*"Implement a regional approach to addressing homelessness throughout Riverside County with a focus on a Housing First model, which is an approach to ending homelessness that centers on providing individuals and families experiencing homelessness with housing as quickly as possible and then providing wraparound services needed to achieve self-sufficiency and housing stability."*

#### **Update:**

Why Housing First? Housing First is a homeless approach that prioritizes providing permanent housing to people experiencing homeless, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting property, or attending to substance abuse issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

There is a large and growing evidence base demonstrating that Housing First is an effective solution to homelessness. Consumers in a Housing First model access housing faster and are more likely to remain stably housed. This is true for both permanent supportive housing and rapid



re-housing programs. Permanent supportive housing has a long-term housing retention rate of up to 98 percent.<sup>3</sup> A variety of studies have shown that between 75 percent and 91 percent of households remain housed a year after being rapidly re-housed.<sup>4</sup>

Finally, permanent supportive housing has been found to be cost efficient. Providing access to housing generally results in cost savings for communities because housed people are less likely to use emergency services, including hospitals, jails, and emergency shelter, than those who are homeless. One study found an average cost savings on these emergency services of \$31,545 per person housed in a Housing First program over the course of two years.<sup>5</sup> Another study showed that a Housing First program could cost up to \$23,000 less per consumer per year than a shelter program.<sup>6</sup>

The Housing Authority owns and operates twenty-one permanent supportive housing units that follow the Housing First model and are managed by one case manager. Clients are required to pay 30% of their monthly income towards their monthly rent. If the client does not have income, the case manager enrolls the client into the City's Rapid Re-Housing or Tenant Based Rental Assistance Program to cover the security and utility deposits and provide up to twelve months of rental assistance. The case manager works closely with clients to obtain supplemental income or find employment.

As these units offer permanent housing and support, once occupied, vacancy rarely occurs. As additional clients are identified, for which this housing intervention is most appropriate, staff struggles to identify an appropriate vacant unit that could be used for permanent supportive housing. Staff continues to reach out to other public agencies, non-profit service providers, and private landlords to locate vacant units but are having a difficult time locating vacant studio and one bedroom units.

To increase the number of available permanent supportive housing units in the City, the Housing Authority is proposing to acquire and rehabilitate up to two housing units per year. A combination of Federal and local, non-General Fund, resources have been identified for this purpose including federal Neighborhood Stabilization Program; HOME Investment Partnerships Program funds; and Housing Authority funds. Once properties are identified, staff will return to City Council and the Housing Authority Board to request approval to acquire and rehabilitate the properties.

To remain effective in case managing permanent supportive housing clients, the ratio of 1 case manager per 20 clients should not be exceeded. If the Housing Authority is successful in acquiring two additional units for use as permanent supportive housing on an annual basis, an additional case-manager will be required. A combination of rental receipts and federal grant funds are expected to be available to off-set the costs associated with the new case manager position.

In support of the Housing First policy, staff is recommending that the City Council adopt a Resolution (Attachment 3) to support passage of Senate Bill 1380 – Homeless Coordinating and Financing Council. Senate Bill 1380, if passed, will establish California as a housing first state by creating the California Homeless Coordinating and Financing Council, which will oversee the

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3 Montgomery, A.E., Hill, L., Kane, V., & Culhane, D. Housing Chronically Homeless Veterans: Evaluating the Efficacy of a Housing First Approach to HUD-VASH 2013.

4 Byrne, T. Treglia, D., Culhane, S., Kuhm, J. & Kame, V, Predictors of Homelessness Among Families and Single Adults After Exit from Homelessness Prevention and Rapid Re-Housing Programs: Evidence from the Department of Veterans Affairs Supportive Services for Veterans Program. 2015.

5 Perlman, J. & Parvensky, J. Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report. 2006

6 Tsemberis, S. & Stefancic, A. Housing First for Long-Term Shelter Dwellers with Psychiatric Disabilities in a Suburban County: A Four-Year Study of Housing Access and Retention. 2007.



implementation of housing first in California. The Homeless Coordinating and Financing Council will serve as the single statewide homelessness planning and policy development resource, coordinating funding and applications for competitive funding for programs that prioritize housing the chronically homeless. Senate Bill 1380 will require departments administering state programs to coordinate with the Homeless Coordinating and Financing Council to adopt housing first guidelines and regulations to incorporate core components of the housing first policy by July 1, 2019.

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### **Community Livability Task Force Goal Number 5:**

*“Present the updated Homeless Reduction and Prevention Strategy Five-Year Plan to City Council in May 2016 to identify specific activities under the Plan’s following priorities that addresses community livability concerns and continues the CLTF ongoing efforts: (a) Basic Needs and Services, (b) Community Education, (c) Outreach, (d) Employment Services and Permanent Housing.”*

#### **UPDATE:**

##### **A. Basic Needs and Services:**

##### ***i. Expansion of the Riverside Homeless Services Campus:***

On May 2, 2014 the Development Committee conceptually approved the Hulen Place Tenant Improvement Project and expansion of services at the City of Riverside Homeless Service Campus. Development and design plans are approximately 70% complete and the estimated project cost is approximately \$4 million. To help off-set the project costs staff is working with the Riverside Ending Homelessness Fund and fund raising efforts are in progress. To date, the Riverside Ending Homelessness Fund has raised approximately \$62,000 from private donors of which approximately \$26,000 have been set aside exclusively for the expansion of the Homeless Services Campus.

Staff had previously evaluated a New Market Tax Credit Structure to fund the improvements, however, this strategy proved too costly and the New Market Tax Credit structure was abandoned. To help identify other funding sources that might be available to fund the Homeless Services Campus and ongoing operations, the Housing Authority released a Request for Proposals to secure a consultant to create an alternate funding strategy plan. The Housing Authority received one proposal from Lotus for \$150,000. Staff is requesting the Housing Authority to approve a Professional Consultant Services Agreement with Lotus to create a funding strategy plan. Upon completion of the funding strategy plan, staff will return to City Council and Housing Authority Board for approval to implement the funding strategy plan and complete the proposed Homeless Services Campus expansion.

The City and Path of Life Ministries have been collaborating for the past 10-years to operate the City’s Emergency and Cold Weather Shelter Programs via an Operating Agreement, as amended<sup>7</sup>. This Operating Agreement and the First Amendment to the Operating Agreement, sought to ensure the operation of the Emergency and Cold Weather Shelter Programs at 2840 Hulen Place for a ten year period. During the term of the agreement, the City and Path of Life

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<sup>7</sup> POLM Operating Agreement: May 17, 20015 CC Report #18

POLM Amended Operating Agreement: June 21, 20015 Report #22

POLM First Amendment to the Amended and Restated Operating Agreement: July 14, 2015 CC Report # 37

POLM Second Amendment to the Amended and Restated Operating Agreement: January 1, 2016 (no report)



Ministries were 50/50 equity sharing partners. At the end of the term, the City and Path of Life Ministries agreed that if the City desires to continue the Emergency and Cold Weather Shelter Programs at 2840 Hulen Place, the City would have the first option to purchase Path of Life Ministries equity in the Property. The City would have to pay Path of Life Ministries 50% of the fair market value of the Property, less any and all funding contributions from the City. If the City does not want to continue the Emergency and Cold Weather Shelter Programs at 2840 Hulen Place, Path of Life Ministries would then have the option to purchase the property from the City for 50% of the fair market value of the Property, less any and all funding contributions from the City.

Staff is recommending that the City continue to offer emergency and cold weather shelter services at 2840 Hulen Place and purchase Path of Life Ministries equity in the Property as was agreed upon in the First Amendment to the Operating Agreement to ensure emergency and cold weather shelter services continue to be provided at 2840 Hulen Place for the long term.

Therefore, 2840 Hulen Place's fair market value, based upon comparable properties is \$804,000. The City's purchase price would be \$402,000, less any and all funding contributions.

ACTIVITY	FUNDING
Property Comparable	\$804,000
50% of Property Comparable	(\$402,000)
<b>Purchase Price</b>	<b>\$402,000</b>
<b>City's Contributions:</b>	
2005 - Property Acquisition	(\$95,021)
2005 and 2008 - Property Improvements	(\$746,689)
<b>City's Contributions During Term of the Agreement:</b>	<b>(\$841,710)</b>
<b>City's Purchase Price of the Property</b>	<b>(\$439,710)</b>

The City's contributions to the property and facility exceed 50% of the estimated fair market value of the property; therefore, no funds would be due to Path of Life Ministries if the City purchases their equity in the Property.

During the Operating Agreement and subsequent amendments term, the City was able to single source the operations of the Emergency and Cold Weather Shelter Program. Since the Second Amendment term will be expiring on June 30, 2016, the City will need to release a Request for Proposals to secure a qualified organization for a five-year period. To prevent any interruption to emergency shelter services to the homeless population during the recruitment period, staff would recommend entering into a one year lease and operating agreement with Path of Life Ministries.

- ii. *Create an Outreach Court Program through a collaboration with the City Attorney's Office, Police Department, Community & Economic Development Department, and the following Riverside County agencies: District Attorney's Office, Probation, and Riverside University Health System – Behavioral Health.*

Staff is currently researching other entities that implement an Outreach Court Program, and will



tour their programs and speak with program staff to identify best practices and operational procedures that could be implemented in the City.

### B. Community Education:

*Revamp the “Say No to Panhandlers, Give to Positive Change” marketing campaign throughout the community to include an education message on how the community can contribute to the solution and not the problem.*

Staff is working with the City’s Marketing Division to create a refreshed campaign with the goal of educating the public about existing resources available to help homeless individuals and families as well as what they can do to help end homelessness. The new program will be presented to Development Committee in July 2016 and Council thereafter. If approved, launch of the campaign is anticipated by the end of 2016. The refreshed campaign will expand into social media and digital venues including Facebook and You-Tube and translated in Spanish, where the number of views and impact of these efforts can be more easily quantified.

On April 2, 2016, the City of Riverside in partnership with the Riverside Ending Homelessness Fund Advisory Committee hosted the 3<sup>rd</sup> Annual Walk to End Homelessness at Fairmount Park in continuation of the effort to increase community awareness of the resources available to homeless individuals, families and those at risk of experiencing homelessness in Riverside. This event is the largest fundraising event of the year to support the mission of ending homelessness. More than 400 people participated in the event with a gross revenue of more than \$30,000, benefiting from generous support of local government and business sponsorship.

Homeless Services staff continue to host the Homeless Care Network meetings on the third Thursday of the month at the Cesar Chavez Community Center. The Homeless Care Network serves as a platform to facilitate effective communication, coordination and collaboration within the continuum of care services to the homeless in the City of Riverside. Over 50 organizations, including non-profit service providers, municipal service agencies, law enforcement, educational institutions and faith-based organizations continue to actively participate. In addition, staff regularly attends neighborhood meetings and provides information about the services currently available to those experiencing homelessness in our City and provides suggestions for ways community members can get involved. The City’s Homeless Outreach Team also provides willing volunteers and community members with an opportunity to “ride-along” to help engage people in need.

The Homeless Outreach Team engages business owners weekly, especially those within proximity to the Homeless Services Campus, along Massachusetts and Durahart and those throughout the City with regular contact with homeless individuals. Homeless Services staff has made it a priority to meet with businesses throughout the City. We discussed our role, educated business owners on homelessness, and discussed how they could be part of the solution. Businesses have been receptive to the one-on-one contact by the City’s Homeless Outreach Team. During this reporting period, Homeless Services staff has made contact with 65 businesses in the City.

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### C. Outreach:

*Immediate effective outreach for the chronic and visible homeless. Increase homeless engagements and clean-up efforts in the river-bottom.*

The City’s Homeless Outreach Team continues to strengthen their partnership with the City’s



Police Department, Riverside University Health – Behavioral Health, County of Riverside Housing Authority, Loma Linda Veteran Affairs, Riverside County Department of Social Services, various other service providers, and faith-based organizations. Together, these entities conducted a coordinated outreach effort and were able to assist 24 individuals to exit homelessness.

The City of Riverside Homeless Outreach Team along with its partners also successfully housed 89 homeless Veterans within the City of Riverside under the Mayors Challenge to End Veteran Homelessness. The City's Veteran by name list is being reviewed by our federal partners. Once approved, the City will be able to announce nationwide that Riverside has ended Veteran homelessness in our community.

During the reporting period, there have been an increase in the number of:

1. Clients served at the Access Center;
2. Individuals/families entered into emergency housing;
3. Individuals/families receiving rental assistance (led to stable housing); and
4. Clients entered into permanent supportive housing.

Activity	04/09/14 - 09/30/14	10/01/14 - 03/31/15*	Change from Previous Reporting Period	04/01/15 - 09/30/15	Change from Previous Reporting Period	10/01/15 - 3/31/16*	Change from Previous Reporting Period
No. of Clients Served at the Access Center	377	448	16%	352	-22%	360	9%
No. of Individuals/Families Entered Emergency Housing	Data not collected	412	N/A	82	-80%	316	285%
No. of Individuals/Families Received Rental Assistance	Data not collected	187	N/A	30	-84%	65	116%
No. of Clients Entered Permanent Supportive Housing	Data not collected	38	N/A	15	-61%	79	426%

\* Number of clients served during this reporting period is higher due to the Cold Weather Shelter Program being in operation which provides an additional 72 beds from 12/01 – 04/15, this occurs annually.

Over the last six months, the Access Center served 360 clients. Below is a breakdown of their last know residence that demonstrates 49% of the clients served at the Access Center are coming from areas outside the City.



Location	Number of Clients	Percentage
City of Riverside	184	51%
Riverside – 92509 (Riverside County Unincorporated area)	19	5%
Riverside County (excluding City)	57	16%
San Bernardino County	35	10%
Los Angeles County	16	4%
Orange County	5	1%
San Diego County	6	2%
Imperial County	1	1%
Northern California Counties	6	2%
Out of State	26	7%
Unknown	5	1%

During the writing of this report, the City Manager's Office, the Police Department, and Homeless Services had a scheduled meeting for May 19<sup>th</sup> to review river-bottom encampment photos, put together a plan of address these encampments, offer housing and supportive services to individuals living in the river-bottom, and review best practices in homeless programs across the nation. As this meeting occurs after the publication date of this report, staff will provide a verbal update.

*D. Employment Services: Identify employment opportunities that would help prevent homelessness and assist homeless people in becoming self-sufficient.*

- i. Work with the Housing Authority of the County of Riverside to implement a Move to Work program and allocate housing vouchers for all the clients staying in the shelter every six months.*

The Housing Authority of the County of Riverside was not able to obtain a designation from the United States Department of Housing and Urban Development (HUD) to operate a Move to Work program. Therefore, staff has investigated other options to achieve similar results.

Staff requested from the United States Department of Housing and Urban Development an amendment to the City's Fiscal Year 2014/2015 Annual Action Plan to re-allocate \$736,800 of HOME Investment Partnerships Program funds to the City's Housing Authority to operate a Tenant Based Rental Assistance Program to provide rental assistance and security and utility deposits to homeless and chronically homeless individuals exiting life on the streets and moving directly into housing.

HUD's public comment period began on April 8<sup>th</sup> and closed on May 9<sup>th</sup>. As of the writing of this report, the comment period had not yet ended. If no public comments are received during the comment period, staff will request City Council to approve a HOME Agreement with the Housing Authority on June 14, 2016.

Information regarding staff's efforts for an employment program grounded in housing first principals are further detailed below.

- ii. Work with the Riverside Emergency Shelter Program operator to implement a client employment program to help with the shelter operations and modify case management plans to focus on obtaining housing first and then addressing barriers to sustaining their housing after clients have been housed.*



The City's Outreach Team, faced with debris associated with encampments within proximity to the Campus, recruited willing homeless individuals and shelter guests to help clean up the parking lot, areas adjacent to the Homeless Services Campus, and the pet kennel. They have begun to view these repeated actions as their responsibility, and have shown pride in the area that they maintain. Effects ripple throughout the homeless community, creating a "self-policing" of others who litter or do not clean up after themselves. Participating individuals thus far have been rewarded with bus passes or gift certificates provided by the Riverside Access Center.

- iii. *Create a homeless employment program through a collaboration with the Community & Economic Development Department and the Riverside County Workforce Development Center.*

In conjunction with the Community Livability Task Force Goal 4 to implement a housing first approach to end homelessness in conjunction with an employment program, staff has created the Residential Opportunities, Occupational Training and Services (ROOTS) Program that expands on the recent success of the debris cleanup pilot program at the Riverside Homeless Services Campus led by the City's Homeless Outreach Team. The mission of the Riverside ROOTS Program is to increase the stability of homeless persons in the community by following the housing first model that uses evidence based case management tools to remove barriers to employment such as remedial education, occupational and vocational training services. While participating in these opportunities, the participant earns a stipend and receives tenant based rental assistance to sustain placement in a permanent supportive housing unit. Upon graduation from the program the individual may be permanently employed.



Altura Credit Union has agreed to provide a three-year grant to sponsor the Riverside ROOTS Program, starting with \$20,000 in year one and increasing thereafter, funding program participant stipends. In addition to this financial contribution, Altura staff will be providing in-kind volunteer donations of staff-time for financial literacy training. Staff requests City Council approval of this sponsorship agreement. In addition, the City has contributed \$10,000 of federal Community Development Block Grant (CDBG) funds towards the employment component of the program. If the Sponsorship Agreement is approved, the employment component of the Riverside ROOTS Program will have a revenue budget of \$30,000 and expenditures at \$29,920 in FY 2016/17. Conversations with other local businesses are on-going to expand the program for more client participation. When additional partnerships are secured, staff will return to the City Council for approval.

The City, the County of Riverside– Workforce Development Center, and Goodwill Southern California are proposing a partnership to further refine the Riverside ROOTS Program. The Workforce Development Center has indicated interest in providing pre-employment training and a pipeline to career coaching, job placement and after-care for up to two years. Goodwill Southern California has indicated interest in providing job training, stipend payments (funded by the City – CDBG grant and Altura Credit Union), and to help program participants find



sustainable employment.

Goodwill maintains a large network of businesses, community partners, and government agencies to help match qualified talent with employers. Their specialty is preparing and placing those with the most significant disabilities and vocational challenges, including Veterans, the homeless, mature workers, and at-risk youth.

Staff will return to City Council and the Housing Authority Board in October 2016 with the final design of the Riverside ROOTS program and partnership agreements with Goodwill and the County of Riverside. If approved, the program is expected to launch in October 2016, consistent with the fiscal year cycle for federal funding (October 1-September 31).

In future updates, Community Livability Task Force Goal Numbers 4 and 5D will be reported together as:

Implement regional and local approaches to addressing homelessness with a focus on Housing First and evidence based case management principals, by ending homelessness through the provision of housing as quickly as possible and then providing wraparound services needed to achieve self-sufficiency and housing stability including tools to remove barriers to employment.

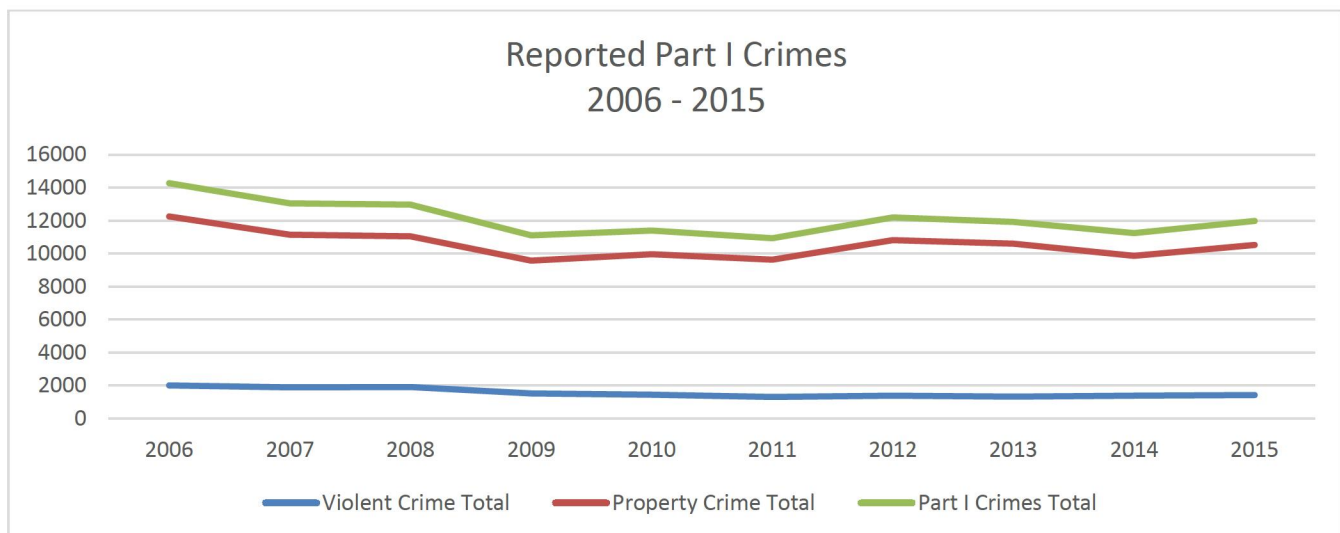
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### Community Livability Task Force Goal Number 6:

*“Meet with legislative representatives to discuss how existing laws (i.e. Assembly Bill 109 and Proposition 47) are hindering community livability for our residents and how these laws can be modified.”*

#### Update

No statistical data is available at this time to evaluate the impact of Assembly Bill 109 (shifted responsibility for certain populations of offenders from the state to the counties) and Proposition 47 (reduced penalties for drug possession and other nonviolent crimes) on community livability. However, based on the following 10-year Part I Crimes report, we see that Part 1 Crimes increased when Assembly Bill 109 was enacted in October 2011, and when Proposition 47 was enacted in November 2014. Staff will continue to monitor data and report trends in future updates.



Source: RPD; April, 2016



On January 20, 2016, staff provided testimony to the United States House of Representatives Committee on Veterans' Affairs Subcommittee on Economic Opportunity regarding the City's regional collaborative efforts to combat chronic homelessness by building on efforts currently being undertaken by each jurisdiction. A full copy of the testimony is provided as Attachment 6. Staff also made 10 suggestions for federal support:

1. A mandate to implement Evidence Based Case Management principals into any program receiving federal funds, and allow the funding necessary to allow for its effective inclusion. The Critical Time Intervention Model, which has three phases of case management, has demonstrated to have a 90 percent housing retention rate;
2. Incentivize a regional approach and coordination of homeless services to encourage local governments to work together;
3. Incentivize landlords and hotel/motel establishments to provide 30-90 day emergency housing vouchers. There is a shortage of landlords willing to house homeless individuals and families because of the stigma attached to housing programs, including the Housing Choice Voucher Program;
4. Create a mitigation fund for landlords willing to take a chance on renting to our homeless Veterans;
5. Provide emergency motel vouchers for Veterans that absolutely refuse to enter the shelter;
6. Provide incentives to large and small businesses to hire formerly homeless Veterans;
7. Provide funding for housing navigator positions;
8. Provide a method of recognizing organizations that partner with local government/regional partnerships to end Veteran homelessness;
9. Provide funding dedicated for capital improvements and operational expenses for facilities that provide coordinated services and meet basic needs; and
10. Maintain and expand existing programs.

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### **Community Livability Task Force Goal Number 7:**

*"Identify funding for the Downtown Safety Ambassador Program."*

#### **Update**

A Draft Safety Ambassador Program Request for Qualifications was presented to the City's Development Committee on January 21, 2016. The Development Committee directed staff to release the request for qualifications so that the associated costs can be better defined while funding is pursued. The Committee also directed staff to consult with the Riverside Police Officers Association before releasing the request for qualifications. Staff consulted with the Riverside Police Officers Association (RPOA) President in March. The RPOA has no objections to the Ambassador Program as currently proposed.

Staff has since revised the request for qualifications to include comments received from the Development Committee and community stakeholders. Staff will release the request for qualifications in late May.



## **SUMMARY:**

The City cannot address homelessness on its own. We need to work with our neighbors to: (1) adopt a regional Housing First model to address homeless individual's first basic needs, which is shelter; (2) create a regional Housing Trust to fund the development of affordable housing units that follow the Housing First model; and (3) create an employment program to help homeless individuals become self-sufficient.

## **FISCAL IMPACT:**

There is no fiscal impact to the City General Fund. The Emergency and Cold Weather Shelter Programs receives an annual allocation from the City's federal Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) programs. In FY 2015/16, the City allocated \$125,500 of CDBG grant funds and \$162,958 of ESG funds towards the Emergency and Cold Weather Shelter Programs.

Prepared by:	Rafael Guzman, Community & Economic Development Director
Certified as to	
availability of funds:	Scott G. Wilson, Interim Finance Director/Treasurer
Approved by:	Alexander T. Nguyen, Assistant City Manager
Approved as to form:	Gary G. Geuss, City Attorney

## **Attachments:**

1. Sponsorship Agreement with Altura Credit Union
2. Resolution to support passage of Senate Bill 1380 – Homeless Coordinating and Financing Council
3. Professional Services Agreement between the Housing Authority and Lotus Development Partners LLC
4. 2016 Riverside County Point-in-Time Count data
5. US House of Representative Committee on Veterans' Affairs Subcommittee on Economic Opportunity Testimony of Emilio Ramirez, Community & Economic Development Deputy Director, January 20, 2016
6. Presentation



## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “**Effective Date**”), by and between the City of Riverside, a California charter city and municipal corporation and Altura Credit Union, a California corporation (“**Sponsor**”). The City of Riverside and Sponsor may also be referred to as a “**Party**” or as the “**Parties**,” as the context may require.

### RECITALS

- A. The City of Riverside Homeless Services Program was established to connect homeless individuals with social services and housing. The City of Riverside has taken a pro-active approach to addressing homelessness in our community partnering with a wide-range of non-profit organizations, social service agencies and faith-based institutions. The City of Riverside has created a centralized environment to provide short-term emergency shelter coupled with a range of complimentary supportive services necessary to assist homeless individuals to achieve housing stability.
- B. Sponsor wishes to support the City of Riverside Homeless Services Program and its mission, and by way of the payments to be made by Sponsor hereunder, to help pay associated operating expenses of the Residential Opportunities, Occupational Training and Services Program.
- C. In consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the Parties agree as follows.

### AGREEMENT

- 1) Sponsor Contributions. Sponsor agrees to support the City of Riverside Homeless Services Program and its mission by contributing to the Organization the amount set forth in Exhibit A (the terms set forth on Exhibit A, collectively, the “**Sponsorship Terms**”), with respect to each annual period set forth in the Sponsorship Terms (each such period, an “**Annual Period**”), the amount, in cash or goods and services, indicated in the Sponsorship Terms as applicable to that Annual Period (each such contribution, an “**Annual Sponsorship Contribution**”). Each Annual Sponsorship Contribution shall be made, either in full in a single installment or in multiple installments in accordance with the schedule set forth in the Sponsorship Terms.
- 2) Sponsor Recognition. The Organization will recognize Sponsor as described, and for the term (the “**Term**”), set forth in Exhibit A.
- 3) Advertising and Promotional Material. All advertising and promotional material relating to Sponsor’s status as a supporter of the Organization shall comply with applicable policies, rules and guidelines of the Organization, as well as any Applicable Association Rules (as defined in Section 11(a)). All advertising and promotional materials shall be generated by Organization. Sponsor shall not generate any of its own



advertising or promotional material with respect to Organization, without first obtaining Organization's written approval.

4) Organization Intellectual Property; Rights to Program; Confidentiality.

- a) The Organization owns all rights to the name, logos, trademarks, service marks, trade names, seals, insignia, symbols and decorative designs of the Organization and any derivatives ("**Organization Marks**"). Sponsor may not use any Organization Marks other than in advertising and promotional material as may be permitted pursuant to Section 3.
- b) The Organization owns all rights with respect to its Mission and all other aspects of its operations (collectively, its "**Programs**"), including the content thereof and intellectual property related thereto. The Organization shall control the organization and conduct of the Programs. Nothing in this Agreement will give Sponsor any decision-making role with regard to any Program or any aspect of any Program.
- c) Sponsor agrees not to disclose or to use, directly or indirectly, except as contemplated in this Agreement, any proprietary or confidential data, trade secrets or other information relating to the Organization or its affairs that may be disclosed to, or become known by, Sponsor in connection with the Program or this Agreement.
- d) The Parties agree that damages cannot compensate an aggrieved Party if this Section 4 is violated, and that in such event, injunctive relief shall be essential to protect such aggrieved Party in addition to further relief as may apply at equity or law. Obtaining injunctive relief shall not be considered an election of remedies or a waiver of any right to assert any other remedies.

5) Compliance with Organization Policies and Law.

- a) Sponsor agrees to comply with all applicable Organization policies, rules and guidelines.
  - b) Sponsor (including, if and as applicable, Sponsor's owners, directors, officers and employees) agrees to comply with all applicable U.S. and non-U.S. laws, rules, regulations and other legal requirements in connection with this Agreement.
- 6) Other Sponsorships. Except to the extent expressly provided in the Sponsorship Terms with respect to any one or more benefits declared to be exclusive to Sponsor, nothing in this Agreement shall in any way limit the Organization's current or future activities, programs, relationships, agreements, sponsorships or arrangements of any nature with any other person or entity.
- 7) No Endorsement. Nothing in this Agreement or the performance hereof constitutes, nor shall it be deemed or construed to be, an endorsement by the Organization of Sponsor or Sponsor's actions, products, services or public communications.



8) Termination; Effect of Termination.

- a) Either Party may terminate this Agreement before the end of the Term if the other Party fails to perform any material obligation or violates any material term or condition of this Agreement, and such failure or violation is not cured within thirty (30) days after receipt of a written notice of the breach from the other Party.
  - b) The Organization may terminate this Agreement at any time in its sole discretion without the ability of Sponsor to cure and without liability to Sponsor if Sponsor's activities, products, services or public communications are determined by the Organization to be inconsistent with the Mission.
  - c) This Agreement may be terminated as provided in Section 11.
  - d) Termination of this Agreement in accordance with this Section shall not excuse either Party from performing its respective obligations under this Agreement up to the effective date of such termination or to perform obligations that survive termination. If the Organization terminates this Agreement under paragraph (b) above, or if this Agreement is terminated as described in paragraph (c) above, effective as of any date other than the due date of any Annual Sponsorship Contribution (or, in the case of termination after the final Annual Sponsorship Contribution), the Organization shall reimburse to Sponsor that portion of the last Annual Sponsorship Contribution received in the form of cash and allocable to the period commencing on the due date of such last Annual Sponsorship Contribution and ending on the effective date of such termination, determined on the basis of the number of calendar days included in the entire period for which such Annual Sponsorship Contribution relates and the number of days elapsed.
- 9) Indemnification. Sponsor agrees to defend, indemnify, reimburse and hold harmless the Organization and its Board of Trustees, officers, agents and employees from any and all claims, losses, costs, damages, expenses, demands, causes of action and judgments of any nature, including legal costs (including allocated costs of in-house counsel) and reasonable attorney's fees, arising from or relating to (a) any breach by Sponsor of any provision of this Agreement, or (b) any negligent act or omission of Sponsor or any of Sponsor's officers, agents or employees.
- 10) Force Majeure. If, by any reason of any event of force majeure, either of the Parties is delayed in or prevented from performing any of the provisions of this Agreement (other than the payment of money), then such delay or nonperformance will not be deemed a breach of this Agreement, and no loss or damage will be claimed by either of the Parties by reason thereof; *provided that* the affected Party shall notify the other Party of the force majeure event within 15 days after its occurrence. The term "force majeure" includes, but is not limited to, war, terrorism, fire, flood or other casualty, labor disputes, the enactment of any law or regulation imposing a substantial material impediment to the performance of any of the obligations of the Parties hereunder, or any other cause or event (whether of a similar or dissimilar nature) beyond the reasonable control of the affected Party.



11) Other Limitations.

- a) This Agreement, and the benefits, rights and obligations provided for hereby, are subject to the City of Riverside, City Charter, to which the Organization is subject and that imposes restrictions applicable hereto, in each case, as in effect from time to time during the Term (the “Applicable Association Rules”).
- b) If, during the Term, the Organization determines that this Agreement must be modified in any respect to comply with the Applicable Association Rules or applicable law, the Organization shall so notify Sponsor, and the Parties shall negotiate in good faith to modify this Agreement to preserve, to the extent possible, the benefits intended to be conferred upon each of them as originally drafted. If within thirty (30) days after the date of the Organization’s notice to Sponsor, no modification that is mutually acceptable to the Parties has been agreed upon, then either party may terminate this Agreement without liability to the other except as provided in Section 8. Where the Organization determines that compliance with the Applicable Association Rules or with applicable law will permit the Agreement to remain in effect until the end of the then-current Annual Period, but will require a change in the Agreement if it is to continue beyond the end of the then-current Annual Period, the Organization may terminate this Agreement, effective as of the last day of the then-current Annual Period, by notice to Sponsor given no later than thirty (30) days prior to last day of such Annual Period; provided that, if a modification permitting this Agreement, as modified, to remain in effect in compliance with the Applicable Association Rules and applicable law is negotiated and executed within such thirty (30) day period, then this Agreement shall remain in effect, as so modified.

- 12) Charitable Contribution. Sponsor agrees to notify the Organization at the time of making any Annual Sponsorship Contribution if it intends to claim a charitable contribution deduction on account of all or any portion of that Annual Sponsorship Contribution, and, in that event, the Parties will cooperate to establish the fair market value of the affected Annual Sponsorship Contribution and the fair market value of the property (if any) and other benefits accorded to Sponsor with respect thereto, and the Organization shall provide Sponsor with such receipt and other substantiation as may at the time be required by the Internal Revenue Service in connection with claiming the contemplated charitable contribution deduction.

13) Miscellaneous.

- a) Independent Contractors. The Parties shall be independent contractors in performing this Agreement. Nothing herein is intended or shall be construed to make either Party the employee, agent, partner or representative of the other, nor shall either Party make any such representation to any third party. Nothing in this Agreement is intended to create, or shall be deemed to have created, a partnership between the Organization and Sponsor, and nothing in this agreement is intended, or shall be deemed, to permit or empower Sponsor to conduct business in the name of the Organization, or to incur or assume any expense, debt, obligation, liability,



tax or responsibility on behalf of or in the name of the Organization or to act on the Organization's behalf or to bind the Organization in any way whatsoever.

- b) Authority of Signatories. Each Party warrants that the individual executing this Agreement on its behalf possesses all requisite power and authority to bind that Party to all of the terms and conditions of this Agreement.
- c) Amendment; Assignment. This Agreement may not be amended or modified, except by written instrument executed by the Organization and Sponsor. This agreement is specific to the Parties, and may not be assigned or sublicensed by Sponsor without the prior written permission of the Organization.
- d) Governing Law. This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.
- e) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

To the Organization:

City of Riverside  
Community & Economic Development Department  
3900 Main Street  
Riverside, CA 92522

With a copy to:

To Sponsor:

Altura Credit Union  
2847 Campus Parkway  
Riverside, CA 92507

Notices shall be deemed effective upon receipt or rejection only.

- f) Entire Agreement. This Agreement (including all attachments hereto) constitutes a binding and enforceable agreement representing the entire understanding between the Parties pertaining to the subject matter hereof, and cancels and supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, pertaining to that subject matter. The invalidity of any one provision in this Agreement shall not be deemed to render the whole Agreement invalid.
- g) Survival. The following Sections of this Agreement shall survive the expiration or termination of this Agreement: Section 4 (Organization Intellectual Property;



Rights to Programs; Confidentiality), Section 5 (Compliance with Organization Policies and Law), Section 6 (Other Sponsorships), Section 7 (No Endorsement), Section 8 (Termination; Effect of Termination), Section 9 (Indemnification) and Section 12 (Charitable Contribution).

- h) No Waiver. No forbearance or failure by either Party at any time to insist on performance by the other Party or compliance by the other Party with any condition or provision of this Agreement, or to pursue remedies relating to any breach of this Agreement by the other party, shall be deemed a waiver nor shall any such forbearance or failure to act affect the right at a later time to enforce the same or to pursue related remedies.
- i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one instrument.

END – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF RIVERSIDE,  
a California charter city  
and municipal corporation

ALTURA CREDIT UNION,  
a California corporation

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name  
Its:

Attested to:

By: \_\_\_\_\_  
Name  
Its:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By:  \_\_\_\_\_  
Deputy City Attorney

16-0529



## **EXHIBIT A**

### **Sponsorship Terms**

**Term:** July 1, 2016 through June 30, 2019

#### **Sponsor Payments:**

Twenty Thousand Dollars (\$20,000) for first (1<sup>st</sup>) Annual Period.

Twenty Five Thousand Dollars (\$25,000) for second (2<sup>nd</sup>) Annual Period.

Thirty Thousand Dollars (\$30,000) for third (3<sup>rd</sup>) Annual Period.

Each Annual Period commences on July 1, during the Term and ends on the following June 30.

Sponsor agrees to make its Annual Period payment in two installments: (i) one-half on July 15<sup>th</sup>, and (ii) one-half on January 15<sup>th</sup>.

#### **Sponsor / City Collaborative Efforts**

The parties agree to:

1. Develop a program seeking permanent employment and housing with an opportunity to get a bank account with Altura Credit Union.
2. Work together to develop a design for an sponsor logo credit or debit card for general distribution and use by the Riverside community.

#### **Sponsor Recognition and Term:**

Sponsor recognizes that Organization is currently undertaking certain capital improvements to its campus. As a result of these projects, it may be necessary for Organization to modify the sponsorship recognition outlined herein, to comport to Organization's new facilities. In this regard, if Sponsor and Organization are unable to reach agreement on such modifications, either Sponsor or Organization will have the right to terminate this Agreement as contemplated by Section 11 herein.

Year 1 (2016-17)

1) Element:

- a) Association Membership
- b) Marketing
- c) Game Sponsorship

- d) Altura Highlight of the Week – Web and Social media sponsor
  - e) Golf Classic – Apparel Sponsor
- 2) Element: Event Marketing
  - 3) Element: Orientation
  - 4) Element: Board Of Visitors
  - 5) Element: Co-branding– as a partner at this level, Altura will be able to co- brand (with Organization Marketing approval) using the logo, mascot, nickname



## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

### LOTUS DEVELOPMENT PARTNERS LLC

#### (STRATEGIC FINANCIAL PLAN FOR CAPITAL AND OPERATIONAL EXPANSION OF THE RIVERSIDE HOMELESS SERVICES CAMPUS)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE ("Authority"), a public body, corporate and politic and LOTUS DEVELOPMENT PARTNERS LLC, a limited liability company ("Consultant").

1. **Scope of Services.** Authority agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A", "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with providing Strategic Financial Plan for capital and operational expansion of the Riverside Homeless Services Campus ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2016, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000) payable in accordance with the terms set forth in Exhibit "B". Said payment shall be made in accordance with Authority's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Authority at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To Housing Authority

Housing Authority  
of the City of Riverside  
Attn: Shonda Herold  
3900 Main Street  
Riverside, CA 92522

To Consultant

Lotus Development Partners LLC  
Attn: Michelle Morlan  
P.O. Box 1543  
Vashon, WA 98070

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the Authority will be appointed in writing by the Authority Director to administer this Agreement on behalf of Authority and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to Authority approval.

9. **Assignment and Subcontracting.** Neither party shall transfer any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Authority's Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. Consultant acknowledges that any transfer of rights may require Executive Director and/or Authority approval. The Consultant acknowledges and agrees that the Authority is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Authority.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the Authority or the City of Riverside. Consultant acknowledges and agrees that the Authority or the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as



an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## **11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the Authority and City, and their employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Authority may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the Authority, and with well qualified, adequately insured and experienced legal counsel acceptable to the Authority. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Authority and City, and their employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and

against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Authority may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the Authority and City, and their employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the Authority, and with well qualified, adequately insured and experienced legal counsel acceptable to Authority. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the Authority and/or City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the Authority may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

### **12. Insurance.**

**12.1 General Provisions.** Prior to the Authority’s execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may



be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to Authority by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The Authority and the City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to Authority's execution of this Agreement, Consultant shall file with Authority either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with Authority. Any certificate filed with Authority shall provide that Authority will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to Authority's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The Authority and the City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent consultant's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$500,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to Authority's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Authority and shall include the Authority and the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside and the Housing Authority of the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside and/or the Housing Authority of the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Authority and/or City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the Authority and/or City and Endorsement No. CG 20010413 shall be provided to the Authority/City.



**12.4 Errors and Omissions Insurance.** Prior to Authority's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Authority from claims resulting from the Consultant's activities.

**12.5 Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Authority's request, Consultant shall provide Authority with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

**13. Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

**14. Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**15. Authority's Right to Employ Other Consultants.** Authority reserves the right to employ other Consultants in connection with the Project. If the Authority is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the Authority reserves the right to seek reimbursement from Consultant.

**16. Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**17. Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by Authority's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper,

newspaper, television or radio production, website, or other similar medium without the prior written consent of the Authority.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of Authority. Consultant shall not release to others information furnished by Authority without prior express written approval of Authority.

19. **Copyrights.** Consultant agrees that any work prepared for Authority which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to Authority, and agrees to provide all assistance reasonably requested by Authority in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Authority's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the Authority an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, Authority shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.



23. **Waiver.** No action or failure to act by the Authority shall constitute a waiver of any right or duty afforded Authority under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written Agreement and/or change order executed by the Consultant and Authority.

25. **Termination.** Authority, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the Authority's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, Authority shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to Authority.

25.1 Other than as stated below, Authority shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 Authority may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 Authority decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the Authority and/or City, Authority reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by Authority to Consultant. Notice of such withholding and offset shall promptly be given to Consultant by Authority in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the Authority and/or the City, Authority will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon Authority and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other

county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** Authority and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" ("Scope of Services") hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:


Exhibit "A" - Scope of Services  
Exhibit "B" - Compensation  
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, Authority and Consultant have caused this Agreement to be duly executed the day and year first above written.

HOUSING AUTHORITY OF  
THE CITY OF RIVERSIDE,  
a public body, corporate and politic

LOTUS DEVELOPMENT PARTNERS,  
LLC, a Washington limited liability  
company

By: \_\_\_\_\_  
Executive Director

By:   
Michelle Morlan  
Principal

Attest: \_\_\_\_\_  
Housing Authority Secretary

By: MICHELLE D. MORLAN

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

Approved as to Form:

By:   
Deputy City Attorney

CA: 16-0510



**Exhibit A – Scope of Services**

<b>Lotus Task Category</b>	<b>RFP Deliverable</b>	<b>Lotus Deliverables</b>	<b>Timeframe</b>
1. Operating Services Plan Review	Ongoing Operating Costs Projections	Confirmed Operational Plan for Expanded Services	4-6 weeks; dependent on in-person availability of provider partners
2. Supportive Housing Component Review	Ongoing Operating Costs Projections (if applicable)	Recommendations re: capacity to incorporate PSH & Feasibility, provider, scale, preliminary concept program & impacts to design & operating plan	6-8 weeks; dependent on potential of an identified partner/provider & availability of Client Team & providers
3. Design Confirmation		Review updates to (1) and (2) and identify design component changes/updates, specifications for performance for Hygiene & Medical (at minimum). PSH incorporation would be a separate scope with additional coordination impacts	TBD dependent on outcome of (1) & (2) – min. 6 weeks with no PSH; 12-16 weeks if PSH is included
4. Cost/Budget Forecasting	Operating & Development Budget Pro Forma incorporating all approved design concepts confirmed in (3)		4 weeks from approval in (3)
5. Financing Strategy	Capital Funding Plan Presentation & adjustments as required	Ongoing Capital and Operating Funding Source Strategy Presentation & adjustments	2-3 weeks from confirmation of (4)
6. Predevelopment Plan		Detailed task matrix of Predevelopment activities necessary to 1) make Capital Financing Applications and 2) obtain full Capital Financing Commitments	Delivered with (5)
7. Capital Finance Plan Implementation	Obtain Funding Commitments		TBD – Dependent on financing sources identified

**Exhibit B: Compensation:**

The Lotus Team proposes an overall fee of \$150,000 to deliver the scope of services detailed above, with the specific assumptions, exclusions and clarifications noted above. Payment of Fee is tied to the specific deliverables outlined in the project schedule above and related to the seven steps we have outlined in the Approach section. As Team Lead, Lotus Development Partners LLC will be responsible for overall coordination of the work of its sub-consultants, who will carry out portions of the work as indicated in the table below. We anticipate the need for a high level of coordination with the Client Team as well as on-site providers in the early phases of this process to ensure that appropriate input is given in the process of confirming and refining the service plan and investigating the PSH component. We would also anticipate design coordination with the on-site providers and Client Team as well as the design consultant as part of the Design Confirmation step. For this reason, additional on-site meetings are anticipated. In the event that additional work scope is requested (beyond the above-referenced tasks and assumptions) our Team would propose to charge any additional work on an hourly basis plus reimbursable expenses.

Phase	Deliverables	% of Fee Earned
Operating Services Plan Review	Ongoing Operating Costs Projections Confirmed Operational Plan for Expanded Services	10%
Supportive Housing Component Review	Recommendations re: additional PSH units - Feasibility Review with impacts to design & operating plan Ongoing Operating Costs Projections (if applicable)	10%
Design Confirmation	Identify design component changes/updates, specifications for performance for Hygiene & Medical (at minimum). <b>NOTE: Excludes design coordination of PSH Component</b>	20%
Cost/Budget Forecasting	Operating & Development Budget Pro Forma incorporating all approved design concepts confirmed in (3)	15%
Financing Strategy	Capital Funding Plan Presentation & any adjustments Ongoing Capital and Operating Funding Source Strategy Presentation & adjustments	15%
Predevelopment Plan	Detailed task matrix of Predevelopment activities necessary for funding & implementation proposal	5%
Capital Finance Plan Implementation	Obtain All Capital Funding Commitments	25%

### **Exhibit C – Personnel**

The following Lotus Team Members are included in the delivery of this proposed scope of services with specific scope areas as noted:

**Michelle Morlan, Principal Team Lead, primary point of contact**

Development financing strategy  
coordination/implementation; project manager; design  
development update coordination; overall  
scheduling/budgeting lead

**MJ Kiser, Program Consultant** Operating and service program review; operating  
financing strategy development; coordination of service  
provider input, programming; potential partner  
collaboration support; operations forecasting

**Roy Lundin, Construction  
Manager**

Coordination of design specification elements; manage cost estimate review / updates (incl. 3<sup>rd</sup>  
party sub consultants).

Additional sub-consultant(s) are anticipated in Step 3 to update/confirm design as well as  
Step 4 for hard cost budget forecast. Fees for these sub-consultants would be determined  
separately and would be reviewed with Client Team prior to engaging sub-consultants.





## Adult Services Division - Homeless Program Unit

# 2016 Point-In-Time Homeless Count Data Report Summary

## Overview

The 2016 Point-In-Time Homeless Count unsheltered methodology consisted of a street-based count, service-based count, and a Department of Behavioral Health homeless outreach count. The sheltered count methodology consisted of data extracted from the Homeless Management Information System (HMIS) to count sheltered homeless individuals on the night of January 25, 2016. A total of 1,351 unsheltered homeless individuals and a preliminary sheltered count of 814 (**total homeless = 2,165**) were identified in Riverside County during the 2016 Point-In-Time Homeless Count on January 26, 2016. In contrast, during the 2015 PIT Count, 1,587 unsheltered and 883 sheltered homeless individuals (total homeless = 2,470) were identified. Therefore, there was a **12%** decrease in the overall total number of homeless people counted from 2015 to 2016 (**15%** decrease in unsheltered homeless; **8%** decrease in sheltered homeless). Among the 1,351 unsheltered individuals counted in 2016, 1,042 were interviewed and 309 were observed.

## Rationale for Countywide Decrease

The decrease in the overall unsheltered 2016 Point-in-Time Count reflects a trend countywide that began in 2013. The County of Riverside Department of Public Social Services (DPSS) submits that that this continued decrease may be attributed to the following:

- ⇒ HUD Continuum of Care (CoC) Program funding continues to prioritize the creation of new permanent housing beds for homeless individuals and families throughout the county. This includes 548 new beds created since 2013. A majority of these beds have been “leased up” with unsheltered homeless people, including those who are chronically homeless.
- ⇒ A surge in funding by the U.S. Department of Veteran’s Affairs (VA) to provide supportive services to veterans and their families. This includes increased funding for the Veterans Affairs Supportive Housing (HUD-VASH) program that provides rental assistance for homeless veterans and the Supportive Services for Veteran Families (SSVF) program that provides a range of supportive services to eligible Veteran families that are designed to promote housing stability.
- ⇒ Further, in 2015 a targeted countywide effort to coordinate services to permanently house homeless people who are living in encampments began as part of a collaboration between key county and nonprofit agencies working on the frontlines to end homelessness. This enhanced partnership includes the Riverside County Sheriff’s Department, DPSS Homeless Programs Unit, Housing Authority of the County of Riverside, The Riverside University Health System – Behavioral Health (formerly Department of Mental Health), the U.S. Department of Veterans’ Affairs, Loma Linda Medical Center, Path of Life Ministries and other key nonprofit housing providers. This coordination effort has assisted in closing several homeless encampments and providing permanent housing for a majority of the people who were living in riverbeds, near freeways and other places not meant for human habitation.

**Note: The following tables represent *unsheltered* PIT data only.**

2016 Unsheltered Homeless Count by City and Type of Data

City or Unincorporated Area	General PIT Count		Total Unsheltered				Percent Change
	Interview	Observational	2015		2016		
			Count	Percent	Count	Percent	
City							
Banning	22	3	30	2%	25	2%	-17%
Beaumont	1	9	14	1%	10	1%	-29%
Blythe	39	24	52	3%	63	5%	21%
Calimesa	0	0	0	0%	0	0%	0%
Canyon Lake	0	0	0	0%	0	0%	0%
Cathedral City	22	5	38	2%	27	2%	-29%
Coachella	47	12	41	3%	59	4%	44%
Corona	73	10	69	4%	83	6%	20%
Desert Hot Springs	19	9	21	1%	28	2%	33%
Eastvale	0	0	0	0%	0	0%	0%
Hemet	88	19	117	7%	107	8%	-9%
Indian Wells	0	0	0	0%	0	0%	0%
Indio	53	17	92	6%	70	5%	-24%
Jurupa Valley	109	4	168	11%	113	8%	-33%
La Quinta	5	3	10	1%	8	1%	-20%
Lake Elsinore	53	0	51	3%	53	4%	4%
Menifee	11	9	16	1%	20	1%	25%
Moreno Valley	44	17	61	4%	61	5%	0%
Murrieta	0	0	2	0%	0	0%	-100%
Norco	6	6	5	0%	12	1%	140%
Palm Desert	13	6	16	1%	19	1%	19%
Palm Springs	75	8	118	7%	83	6%	-30%
Perris	59	6	52	3%	65	5%	25%
Rancho Mirage	2	1	6	0%	3	0%	-50%
Riverside	168	90	399	25%	258	19%	-35%
San Jacinto	14	4	12	1%	18	1%	50%
Temecula	31	6	42	3%	37	3%	-12%
Wildomar	10	3	10	1%	13	1%	30%
Subtotal	964	271	1442	91%	1235	91%	-14%
Unincorporated Area							
Anza	2	0	0	0%	2	0%	-
Bermuda Dunes	2	0	8	1%	2	0%	-75%
Cabazon	5	1	3	0%	6	0%	100%
Cherry Valley	1	2	0	0%	3	0%	-
Chiriaco Summit	0	0	1	0%	0	0%	-100%
Eagle Valley	0	0	1	0%	0	0%	-100%
French Valley	0	0	3	0%	0	0%	-100%
Highgrove	13	12	0	0%	25	2%	-
Home Gardens	0	0	1	0%	0	0%	-100%
Homeland	2	0	1	0%	2	0%	100%
Idyllwild	6	6	10	1%	12	1%	20%
Lakeland Village	14	0	3	0%	14	1%	367%
Mead Valley	0	0	1	0%	0	0%	-100%
Meadowbrook	3	0	2	0%	3	0%	50%
Mecca	18	3	22	1%	21	2%	-5%
Mesa Verde	1	1	1	0%	2	0%	100%
Quail Valley	0	0	5	0%	0	0%	-100%
Romoland	2	1	1	0%	3	0%	200%
Rubidoux	0	0	8	1%	0	0%	-100%
Sedco Hills	0	0	11	1%	0	0%	-100%
Sun City	0	0	4	0%	0	0%	-100%
Thermal	5	3	0	0%	8	1%	-
Thousand Palms	2	4	4	0%	6	0%	50%

2016 Unsheltered Homeless Count by City and Type of Data

City or Unincorporated Area	General PIT Count		Total Unsheltered				Percent Change
	Interview	Observational	2015		2016		
			Count	Percent	Count	Percent	
Valle Vista	0	0	1	0%	0	0%	-100%
White Water	1	0	3	0%	1	0%	-67%
Winchester	0	0	1	0%	0	0%	-100%
Woodcrest	1	5	28	2%	6	0%	-79%
(blank cities)	0	0	22	1%	0	0%	-100%
Subtotal	78	38	145	9%	116	9%	-20%
Grand Total	1042	309	1587	-	1351	-	-15%

Note - Only unincorporated communities with a 2015/2016 unsheltered count greater than zero are included.





City or Unincorporated Area	Total Unsheltered Homeless Individuals		Chronically Homeless		Families with Children		Recently Released Incarceration		Recently Released Medical or Rehab		Veterans		Youth (24 or younger)		Alcohol Use		Drug Use		PTSD		Mental Health Conditions		Physical Disability		Developmental Disability		Brain Injury		Victims of Domestic Violence		AIDs or HIV	
	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent
Oasis	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Pine Cove	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Quail Valley	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Ripley	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Romoland	3	0%	0	0%	0	0%	0	0%	1	1%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	2	1%	0	0%	2	1%	0	0%	0	0%
Sage	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Sedco Hills	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Sky Valley	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Sun City	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Temescal Valley	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Thermal	8	1%	1	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	1	0%	0	0%	0	0%	0	0%	0	0%
Thousand Palms	6	0%	0	0%	0	0%	1	0%	1	1%	1	1%	0	0%	1	0%	0	0%	2	1%	1	0%	2	1%	0	0%	1	0%	0	0%	0	0%
Valle Vista	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Vista Santa Rosa	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Warm Springs	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
White Water	1	0%	1	1%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Winchester	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Woodcrest	6	0%	1	0%	0	0%	0	0%	0	0%	0	0%	0	0%	1	0%	0	0%	0	0%	1	0%	0	0%	0	0%	0	0%	0	0%	0	0%
<b>Sub Total</b>	<b>95</b>	<b>100%</b>	<b>32</b>	<b>34%</b>	<b>0</b>	<b>0%</b>	<b>9</b>	<b>9%</b>	<b>6</b>	<b>6%</b>	<b>9</b>	<b>9%</b>	<b>5</b>	<b>5%</b>	<b>18</b>	<b>19%</b>	<b>21</b>	<b>22%</b>	<b>11</b>	<b>12%</b>	<b>19</b>	<b>20%</b>	<b>27</b>	<b>28%</b>	<b>5</b>	<b>5%</b>	<b>10</b>	<b>11%</b>	<b>14</b>	<b>15%</b>	<b>0</b>	<b>0%</b>
<b>Grand Total</b>	<b>1351</b>	<b>100%</b>	<b>299</b>	<b>22%</b>	<b>8</b>	<b>1%</b>	<b>223</b>	<b>17%</b>	<b>135</b>	<b>10%</b>	<b>100</b>	<b>7%</b>	<b>95</b>	<b>7%</b>	<b>273</b>	<b>20%</b>	<b>341</b>	<b>25%</b>	<b>200</b>	<b>15%</b>	<b>275</b>	<b>20%</b>	<b>326</b>	<b>24%</b>	<b>128</b>	<b>9%</b>	<b>201</b>	<b>15%</b>	<b>265</b>	<b>20%</b>	<b>11</b>	<b>1%</b>

\*Note: This information was only obtained from the interview surveys (not observational surveys).  
 Chronically homeless was defined according to HUD's definition if the person had been living in emergency shelter and/or on the streets (a) continuously for the past year or more or (b) four or more times during the last three years totaling at least 12 months and who have a disability (HUD HEARTH Act Final Rule).  
 Recently released was defined as someone who was released from jail, prison, medical, or rehab facility within the past 12 months.  
 An individual could potentially be categorized into multiple or all subpopulations.





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**STATEMENT OF  
CITY OF RIVERSIDE  
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT  
EMILIO RAMIREZ  
DEPUTY DIRECTOR  
BEFORE THE  
SUBCOMMITTEE ON ECONOMIC OPPORTUNITY  
COMMITTEE ON VETERANS' AFFAIRS  
UNITED STATES HOUSE OF REPRESENTATIVES**

**FINDING SOLUTIONS FOR VETERAN HOMELESSNESS IN SOUTHERN CALIFORNIA**

**January 20, 2016**

**Introduction**

Chairman Wenstrup, Ranking Member Takano and members of the Subcommittee on Economic Opportunity, I am grateful to be invited to testify before you today on behalf of the City of Riverside regarding our collaborative efforts to combat chronic homelessness and our work to end homelessness amongst our honored veterans. We appreciate your attention to continuing this good fight and for your effort in "Finding Solutions for Veteran Homelessness in Southern California."

This hearing is both significant and timely for the region because accepting and succeeding in the Mayor's Challenge to End Veteran Homelessness required real collaboration among many different partners, including federal, state and local jurisdictions, as well as many private partners. If we are going to have a chance at a permanent solution for veteran and chronic homelessness, we need that collaboration to strengthen, grow and continue. The City of Riverside is encouraged by the success in the Mayor's Challenge to End Veteran's Homelessness, and by the prospect of developing a regional plan in partnership with our neighboring jurisdictions to address homelessness across the region. We have not yet formally engaged our federal partners but I see no better time to invite you to this effort than now.

The City of Riverside Homeless Services Program was established to connect homeless individuals with social services and housing. The City has taken a pro-active approach to addressing homelessness in our community by cultivating partnerships with the County of Riverside, a wide-range of non-profit organizations, social service agencies and faith-based institutions.





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## Partnerships

Riverside has created a centralized environment to provide short-term emergency shelter, coupled with a range of complimentary supportive services that are necessary to assist homeless individuals and families achieve housing stability.

The City has found success with the Housing-First model and evidence-based case management to help individuals exit life on the streets and transition to self-sufficiency. The Housing First Model emphasizes moving homeless individuals into housing as quickly as possible and provide the appropriate level of services to support housing stabilization and retention.

The Riverside Homeless Services Campus on Hulen Place includes the Path of Life Riverside Community Shelter, “The Place” Safe Haven Supportive Housing and Drop-In Center and the City operated Multi-Service Access Center. Together, this partnership provides short-term emergency shelter, meals, case management, a pet kennel, medical services and permanent supportive housing for those with mental health concerns. Collaboration is the key to our success. Our on the ground partners include:

1. Health to Hope Medical Clinic
2. Social Security Administration
3. California Department of Motor Vehicles
4. Path of Life Ministries Community Shelter
5. Path of Life Ministries Family Shelter
6. Set Free Ministries
7. U.S. Department of Veterans' Affairs
8. Riverside County Housing Authority
9. Riverside County Department of Mental Health
10. Riverside County Department of Public Social Services
11. U.S. Vets
12. Lighthouse Social Services
13. Foothill Aids Project
14. Roy's Desert Resource Center
15. MFI Recovery Center
16. Cedar House
17. Riverside Treatment Center
18. Riverside Police Department
19. Riverside Probation Department
20. Riverside Sheriff's Office
21. Riverside Parole Office



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22. Coachella Valley Rescue Mission
  23. Operation Safe House
  24. Riverside Unified School District
  25. Alvord Unified School District
  26. Riverside County Animal Services
  27. Arlington Temporary Assistance
  28. Salvation Army
  29. Catholic Charities
  30. Community Connect
  31. Community Settlement Association
  32. Family Service Association
  33. YMCA Riverside
  34. Goodwill Resource Center
  35. Department of Rehabilitation
  36. Riverside Transit Agency
  37. Riverside Community College
  38. California Baptist University
  39. University of California, Riverside
  40. California State University San Bernardino
  41. Intercoast College
  42. Harvest Christian Fellowship
  43. Kansas Seventh Day Church
  44. Our Lady of Perpetual Help
  45. Calvary Presbyterian Church
  46. First Congregational Church

In addition to overseeing operation of the entire campus, the City operates a Multi-Service Access Center. The City's Access Center provides an entry point and service hub to the City's Continuum of Care. The Access Center provides a wide-range of services under a single-roof: homeless prevention resources, homeless street outreach, basic needs emergency assistance, transportation assistance, housing navigator services, employment development, benefits enrollment, health care, mental health services, substance abuse recovery, veteran's services, life skills training, financial counseling, legal services, access to a telephone and computers, and a permanent mailing address.





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## Programs

The City's homeless services staff operate a menu of programs designed to provide holistic supportive services.

### Homeless Outreach Program

The Homeless Outreach Team is comprised of four service providers who conduct daily mobile outreach and client service engagement for homeless individuals and families on the street, in service venues, and around town. The Outreach Team responds to people in need of assistance, as well as local residents and businesses in the community. The Outreach Team focuses on those "hardest to reach" and "service resistant" homeless individuals. The Outreach Team partners with other city staff, local services providers, health professionals, law enforcement and the community at-large to help people get off of the streets and connect to services they need to gain stable housing and achieve self-sufficiency. Local service providers and community volunteers participate in "ride-alongs" to help engage people in need.

### Navigating Back Home

Once the Homeless Outreach Team is able to identify and build a rapport with homeless individuals living on the streets, vehicles and places not meant for human habitation; the team transports the homeless individual to the Riverside Access Center to begin the housing process. At the Riverside Access Center, there are two full-time housing navigators assigned to assist individuals and families break the cycle of homelessness by moving them from the street to interim housing, accessing necessary social services, and rapidly obtaining permanent housing. The housing navigators provide individualized client support throughout this entire journey by assisting each client develop a plan to address their barriers, increase their income, and maintain and sustain permanent housing. As part of the client's case management plan, the housing navigator will identify each area in which clients will need assistance to accomplish the outlined goals and objectives such as scheduling appointments, applying for mainstream benefits and identifying subsidized housing. The housing navigator's level of case management is intensive and requires extensive time and commitment to each individual client. The housing navigator's overall goal is to assume full responsibility for their clients' success in securing and maintaining permanent housing utilizing a housing first approach.





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## Tenant-Based Rental Assistance

This program provides eligible homeless individuals and families as well as those at-risk of becoming homeless in the City with short-term rental subsidies coupled with home-based case management. This effort currently includes HUD funded Permanent Supportive Housing Program; the Veteran's Administration Supportive Housing initiative administered by U.S. Department of Veterans' Affairs and the Housing Authority of the County of Riverside, the City's HOME-funded Tenant Based Rental Assistance program and the Shelter Plus Care "Street to Home" Project.

## Permanent Supportive Housing Program

The City operates a Permanent Supportive Housing Program, funded with an annual allocation through the HUD Continuum of Care Supportive Housing Program to support development and operation of two permanent supportive housing communities for sixteen households. One of the communities provides supportive housing specifically to chronically homeless individuals and the second community provides supportive housing to homeless with disabling conditions. On-going case management and supportive services are provided to participants to help ensure housing stability.

## Veterans' Affairs Supportive Housing Initiative

The Obama Administration has set a goal of ending homelessness among veterans over the next five-years. The Department of Veterans' Affairs is working in collaboration with the Housing and Urban Development Department to provide targeted housing choice vouchers to homeless veterans throughout the country. Locally, the VA Loma Linda is working in collaboration with Housing Authority of the County of Riverside, the Homeless Outreach Team and other continuum of care partners to assist homeless veterans with moving off the streets and into permanent supportive housing. The Veterans' Affairs Supportive Housing Initiative provides a veteran the ability to choose where they live and ensure that their housing choice is affordable.

## Housing First Initiative

The City is working with community partners to implement the best practice "Housing First" approach which emphasizes moving people into housing as quickly as possible and provide the appropriate level of services to support housing stabilization and retention, into all aspects of our local continuum of care. The Housing First approach represents a significant shift away from the traditional homeless service delivery system to one focused on homeless prevention, rapid re-housing and home-based case management to facilitate client stabilization leading to self-sufficiency.





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## **Mayor's Challenge to End Veteran's Homelessness**

The Mayor's Challenge is a nationwide effort to end veteran homelessness in the United States. In June 2015, Mayor Rusty Bailey eagerly accepted the challenge. Our identified goal was to permanently house 86 homeless veterans in City by December 31, 2015. Through dedicated and diligent outreach efforts, 86 homeless veterans were identified in the City of Riverside. These veterans were living on the streets, parks, shelters, vehicles and other places not meant for human habitation. Many of these individuals were suffering from physical disabilities, mental illnesses, substance abuse disorders, and lack of social infrastructure. Through collaborative efforts with community partners such as the Department of Veterans' Affairs, the Housing Authority of the County of Riverside, Department of Mental Health, Department of Public Social Service, U.S. Vets and Lighthouse, we were able to provide permanent housing interventions for 89 homeless veterans by December 31, 2015. We exceeded our goal by using a housing-first approach, through coordinated outreach efforts, by creating a prioritized by-name list of all of Veterans, and with weekly case conferencing with our service partners. The team's dedication and efforts were wide-ranging and included activities such as physically assisting with the move-in, providing security deposits and utility assistance, and obtaining various donations from businesses and faith-based organizations within the community to ease in the transition. Through community collaboration, each of us can find a way to show our gratitude and give back to those men and women who proudly served us. In doing so, we can help ensure that veterans have a safe place to permanently call home.

## **25 Cities Initiative**

The 25 Cities Initiative is a key Federal strategy through which 25 cities are receiving technical assistance and are mobilizing local planning efforts and partnerships to create effective systems for aligning housing and services interventions through coordinated systems to end homelessness. Led by the Department of Veterans' Affairs, in partnership with the Department of Housing and Urban Development and the Interagency Council on Homelessness, the goal is to assist 25 cities in accelerating and aligning existing efforts to create coordinated assessment and entry systems, laying the foundation for ending all homelessness (including homelessness among veterans) in these communities. Riverside County is one of 25 cities across the nation selected to participate. This initiative recognizes that ending veteran and chronic homelessness requires strong coordination between all partners and stakeholders who are working together in our community. During regular case conferencing city partners and service providers meet to match homeless individuals and families with available housing resources and rapidly place homeless individuals and families into housing.





Many of our housing programs offer special incentives including paying security deposits, guaranteed rent payments, pre-screening of clients, and intensive case management services. Riverside has created and implemented a coordinated entry system which includes a common assessment tool known as the Vulnerability Index & Service Prioritization Decision Assistance Tool, coordinated outreach efforts, the creation of a by-name list of individuals and families experiencing homelessness throughout the County of Riverside, and weekly case conferencing. Riverside County continues to cultivate partnerships with community members, with service providers, businesses, faith-based organizations, and educational institutions, inviting them to join this ongoing effort to end homelessness in our nation.

### **Riverside Ending Homelessness**

A collaborative effort between Community Connect, Today's Urban Renewal Network, Riverside Downtown Partnership, Arlington Business Partnership, Path of Life Ministries, the Housing Authority of the County of Riverside, and the City, has produced the Riverside Homeless Reduction and Prevention Strategy Five-Year Plan. The Five-Year plan sets forth focused strategies to help individuals and families move toward self-sufficiency. The Riverside City Council formally adopted the Five-Year plan in late 2012. This Five Year Plan is attached for your reference. Additional information can also be found at the Riverside Ending Homelessness website ([www.endhomeless.info](http://www.endhomeless.info))

This Five Year plan launched the Riverside Ending Homelessness effort, calling for the provision of a comprehensive menu of services from basic needs to employment, education and housing. We are making progress toward this goal, but still have a long way to go. We have created the Riverside Ending Homelessness non-profit and established its governing board of directors from the spectrum of the community. We have seeded the Riverside Ending Homelessness Fund and continue to help it grow. We have a plan for expansion of basic services at the Hulen Campus and are now undertaking a fund raising effort for the \$3,000,000 needed for expansion.

My verbal testimony will focus on the Riverside Ending Homelessness effort.

### **Regional Effort**

Building upon the positive momentum created through the City's work to end veteran homelessness, the City is actively reaching out to all neighboring jurisdictions in Western Riverside County to encourage the development of a regional plan that more broadly addresses homelessness.





Recognizing that homelessness is not a condition unique to any one jurisdiction, the City will invite representatives from each jurisdiction in Spring 2016 to help craft a plan through a collaborative development process that not only identifies the challenges faced but builds upon the efforts currently being undertaken by each jurisdiction. It is the City's hope that the resulting plan will strengthen working relationships and serve as a foundation for improved cooperation throughout the region.

### **Into the Future**

All of the partners and service providers are dedicated, passionate and committed to ending homelessness. Staff from the Department of Housing and Urban Development and the Department of Veterans' Affairs are always helpful and responsive. There is always so much opportunity for improvement. A few items that we suggest that would assist current efforts to help to end chronic homelessness include:

1. Mandate implementation of Evidence Based Case Management in any program receiving federal funds and provide the necessary funding to allow for its effective inclusion. It is difficult for many clients to acclimate to indoor living. The Critical Time Intervention model, which has 3 phases of case management, has demonstrated to have a 90 percent housing retention rate.
2. Incentivize a regional approach and coordination of homeless services to encourage local governments to work together.
3. Incentivize landlords and hotels/motel establishments to provide 30-90 day emergency housing vouchers. There's a shortage of landlords due to the stigma attached to housing programs including the Housing Choice Voucher Program. It is important for our community leaders to reach out to rental and realtor associations, property management companies and private owners to educate them on how service providers have restructured their housing process. Five years ago, we (meaning housing providers) were placing clients in inappropriate housing programs. It's important to recognize our flaws and most importantly identify what we have done, collaboratively, to restructure our program requirements and develop a coordinated system that better serves our clients and landlords.
4. Create a mitigation fund for landlords willing to take a chance on renting to our veterans.



5. Provide motel vouchers so desperately needed for those veterans that absolutely refuse to enter the shelter. We will continue to lose veterans if we cannot temporarily provide them with a place to stay.
6. Provide incentives to large and small businesses to hire formerly homeless veterans.
7. Provide funding for housing navigator positions.
8. Provide a method of recognizing organizations that partner with local governments/regional partnerships to end veteran homelessness.
9. Provide funding dedicated for capital improvements and operational expenses for facilities that provide coordinated services and meet basic needs.
10. Maintain and expand existing program, as they are valuable and needed.

If we are dreaming about truly being able to end homelessness for any person or the homeless population, then we propose the creation of a new program with an added value.

Following the life of a person suffering from homelessness from the street to housing success can give us a guide to a new potential effort. Would it be possible for Housing and Urban Development to join efforts with Veterans' Affairs to create a holistic program aimed at ending homelessness?

Can we expand the Supportive Housing Program to include allowing for actual production of affordable housing units appropriate for the formerly chronically homeless along with a mandated case management system and partnered with housing and employment navigation? Can Veterans Affairs also take on that expanded Supportive Housing Program example and create a similar program dedicated for the homeless veterans? Can we create a Housing First Supportive Homeless Program?

Success in the Mayor's Challenge and the 25 Cities Initiative effort proved that a housing first model is effective but also demonstrated the efficiency required of the holistic menu of supportive services. While permanent supportive housing with case management is effective and HOME program production of affordable housing is valuable, they are not enough. We cannot sacrifice the delivery of housing navigation and supportive services. Housing navigation and supportive services are key because they are able to introduce the person in need to the opportunity available.





We have seen firsthand what is possible when regional coordinated efforts and a full spectrum of resources are aligned and focused on a specific need. We can engage a team of dedicated and qualified professionals to help guide individuals and families through every stage, from the street to a home. This represents a genuine effort to effectively implement the Housing First model and is not a band aid approach dependent on overnight shelter beds.

The new program needs to address tangible barriers to housing by focusing on the individual's immediate and basic needs and offer multiple opportunities for contact with caring housing navigators, case managers, medical providers, education consultants, employment trainers and mental health professionals while consistently increasing the availability of affordable housing units to increase the chances for success.

To aid the transition into long-term housing stability, we could provide funding for an employment program aimed at empowering individuals to obtain the necessary skillset to successfully reenter the workforce and sustain gainful employment.

To be successful, the Housing First Supportive Homeless Program would fund the team described above who would be fully dedicated to achieving housing success, where a shelter bed is not the objective. The Housing First Supportive Homeless Program would add funding for development of housing units specifically available to the formerly chronically homeless. The program would fund opportunities to acquire and rehabilitate existing homes within established neighborhoods where community reintegration can thrive. The employment program will inspire the community stakeholders to participate, promote, and stimulate program growth while contributing to the success of the individual.

A partnership between HUD and the VA could launch a new initiative based on the lessons learned in the Mayor's Challenge and pursue a similar success on a larger scale.

We thank the Chairman, Ranking Member, and the Subcommittee Members for your time, attention, and devotion to this cause. As always, we welcome your feedback and questions, and we look forward to continuing to work with this subcommittee, the House Committee on Veterans' Affairs, to ensure the success of all generations of veterans.



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE,  
CALIFORNIA, IN SUPPORT OF THE SENATE BILL 1380 – HOMELESS  
COORDINATING AND FINANCING COUNCIL.

WHEREAS, the State of California leads the nation in the number of homeless residents, with approximately 115,738 people experiencing homelessness at any single point in time, 21% of the nation's total. California also leads the nation in the number and ratio of chronically homeless residents; and

WHEREAS, the City of Riverside has approximately 258 people experiencing homelessness, which is 19% of the County's homeless population; and

WHEREAS, homelessness affects multiple systems in California. Though almost every state with significant homeless populations has established a council to coordinate a Housing First-oriented response to homelessness, California does not have an entity to manage the State's response to homelessness; and

WHEREAS, solutions to homelessness must be coordinated statewide. Larger cities like Los Angeles, San Francisco, and San Diego as well as smaller municipalities like Redding and Yolo, are searching for answers and best practices to help homeless populations in their respective areas; and

WHEREAS, Housing First providers offer services as needed and requested on a voluntary basis and does not make housing contingent on participation in services; and

WHEREAS, the Housing First model recognizes the need to allow an individual experiencing homelessness be provided a safe harbor in which to rest and heal, before other underlying issues can be tackled with hope of success; and

WHEREAS, solving homelessness is possible but only through strong coordination among state and local agencies. This collaboration is critical in furthering the goal of creating housing opportunities based on a statewide-Housing First approach; and

WHEREAS, the City of Riverside Housing Authority owns 21 permanent supportive housing units that follow the Housing First model; and

WHEREAS, in support of the Housing First policy, staff is recommending that the City Council adopt a resolution to support passage of Senate Bill 1380 – Homeless Coordinating and

1 Financing Council; and

2 WHEREAS, Senate Bill 1380, if passed, will establish California as a Housing First state by  
3 creating the California Homeless Coordinating and Financing Council (HCFC), which will oversee  
4 the implementation of Housing First in California; and

5 WHEREAS, the HCFC will serve as the single statewide homelessness planning and policy  
6 development resource, coordinating funding and applications for competitive funding for programs  
7 that prioritize housing the chronically homeless; and

8 WHEREAS, Senate Bill 1380 will require departments administering state programs to  
9 coordinate with the HCFC to adopt Housing First guidelines and regulations to incorporate core  
10 components of the Housing First policy by July 1, 2019.

11 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside,  
12 California, as follows:

13 Section 1: The City of Riverside hereby expresses its support for Senate Bill 1380 – Homeless  
14 Coordinating and Financing Council.

15 Section 2: BE IT FURTHER RESOLVED, that a copy of this Resolution shall be submitted  
16 to the author of Senate Bill 1380, the Committee Chair, the Senate Pro Tempore, and to the elected  
17 state representatives of the City of Riverside.

18 ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2016.

19  
20 \_\_\_\_\_  
21 WILLIAM R. BAILEY, III  
22 Mayor of the City of Riverside

23 Attest:

24 \_\_\_\_\_  
25 COLLEEN J. NICOL  
26 City Clerk of the City of Riverside  
27  
28

1 I, Colleen J. Nicol, City Clerk of the City of Riverside, California, hereby certify that the  
2 foregoing resolution was duly and regularly adopted at a meeting of the City Council on the \_\_\_\_  
3 day of \_\_\_\_\_, 2016, by the following vote, to wit:

4 Ayes:

5 Noes:

6 Absent:

7 Abstain:

8 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
9 City of Riverside, California, this \_\_\_\_ day of \_\_\_\_\_, 2016.

10  
11 \_\_\_\_\_  
12 COLLEEN J. NICOL  
13 City Clerk of the City of Riverside

14 O:\Cycom\Wpdocs\D026\P022\00281392.Docx  
15 CA: 16-0606  
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**From:** Shelley Gibson [<mailto:Shelley.Gibson@mailpcr.com>]  
**Sent:** Monday, May 09, 2016 12:33 PM  
**To:** Soubirous, Mike <[msoubirous@riversideca.gov](mailto:msoubirous@riversideca.gov)>; Morton, Sherry <[SMorton@riversideca.gov](mailto:SMorton@riversideca.gov)>  
**Cc:** 'Paul sanchez' <[paul.sanchez@mailpcr.com](mailto:paul.sanchez@mailpcr.com)>; Michele Sparks <[michele.sparks@mailpcr.com](mailto:michele.sparks@mailpcr.com)>  
**Subject:** [External] From Shelley Gibson @ Prudential California Realty

Good afternoon Mr. Soubirous,

Thank you for taking my call today & hearing me out again, regarding this issue.

We have had numerous homeless, pan handlers and undesirable individuals here at our Riverside location: 6349 Riverside Ave. 92506 over the course of the last year.

It seems to be an ongoing issue for us to try to keep these individuals from over running our business, they appear mostly during the evening once staff has gone home at 5:30 although we do have them during the day.

I see them beg at the shopping center or corner of Central and Riverside Ave. then go to La Bodega to purchase liquor.

They then make there way to our office to trespass on our property (we have the Private Property signs installed required by RPD) taking over the grass area, planters & the sidewalk on Laura St.( between Del Taco & our office)

when the coast is clear they lay under our awning (which protects them from the weather and/or the law) our clients & agents are here well into the evening, signing papers, conducting business and trying to make a living...

It's impossible to be a professional, respected business in this community with this going on, we need your help to have the police provide a much larger presence.

We have taken all steps and action required to remedy this problem yet it continues, please help us in improving our situation here at Prudential California Realty, we'd appreciate it!

*"Best Regards"*

*Shelley Gibson*

Prudential California Realty Career Services Director

Direct:(951) 779.2617

[shelley.gibson@mailpcr.com](mailto:shelley.gibson@mailpcr.com)

BRE# 01498878

# David B. Wolfe

Attorney at Law

6911 Magnolia Avenue  
Riverside, CA 92506  
(951) 682-4130 - office / (951) 682-0692 - facsimile

May 10, 2016

Attn: City of Riverside – City Council Members

**Re: Vagrancy/Crime in City of Riverside Businesses – Magnolia Center Area**


Dear Sir/Madam:

We are appealing to you for help because we find it appalling that the policy of the City of Riverside Police Department is not to police the vagrants that frequent the Riverside businesses in the Magnolia Center area. Vagrancy, vandalism and crime have been an ongoing problem over the past two years. The vagrants sleep on the premises' at night, defecate in the yards and on the walls, rip up irrigation lines, leave faucets running, and leave their personal property stored on the premises. Yards are dumping grounds for toilet paper, food wrappers, hypodermic needles, and feces. Not only is the situation unsafe and unhealthy to the public but to the individual business owners, their employees and clients as well.

Collectively and individually we have called the police numerous times, but the response is always the same, "vagrancy in Riverside is an issue we are told is approximately number "25<sup>th</sup>" on the list of issues that need to be dealt with" per the last police officer we spoke to. Apparently, the police chief will do nothing about the problem because it is not a priority, and they have told us that they will not pick up the vagrants if a call comes in for trespassing.


We are fed up with this. Is the only alternative to move our businesses outside of the City of Riverside limits to a cleaner and safer environment? We are asking the City of Riverside City Council to intercede on our behalf with the police department with the primary goal of developing a plan that will keep the homeless away from the business establishments. This should not be "priority number 25" as we are all tax paying business members of the City of Riverside.

Concerned businesses Magnolia Center area,

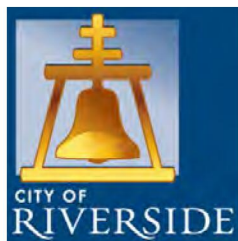
  
DAVID B. WOLFE, Esq.  
Law Offices of David B. Wolfe  
6911 Magnolia Avenue  
Riverside, CA 92506  
(951) 682-4130

  
JAMES ELLENBERGER, DDS  
6919 Magnolia Avenue  
Riverside, CA 92506  
(951) 684-3049

  
Countryside Photographers  
6905 Magnolia Avenue  
Riverside, CA 92506  
(951) 682-3686

  
STEVEN LISONBEE, DC  
Lisonbee Chiropractic  
6895 Magnolia Avenue  
Riverside, CA 92506  
(951) 684-0989

  
PHIL CARMONA, CI & CT  
Rise Interpreting  
6887 Magnolia Avenue  
Riverside, CA 92506  
(951) 565-4422



## Community Livability Task Force Action Plan Update

Community & Economic Development

City Council  
May 24, 2016

RiversideCa.gov

### COMMUNITY LIVABILITY TASK FORCE ACTION PLAN

**April 1, 2014** – Adopted by City Council to address criminal nuisance activities that impact the City’s quality of life.

Six-month updates provided to City Council:

- October 28, 2014
- May 12, 2015
- December 15, 2015



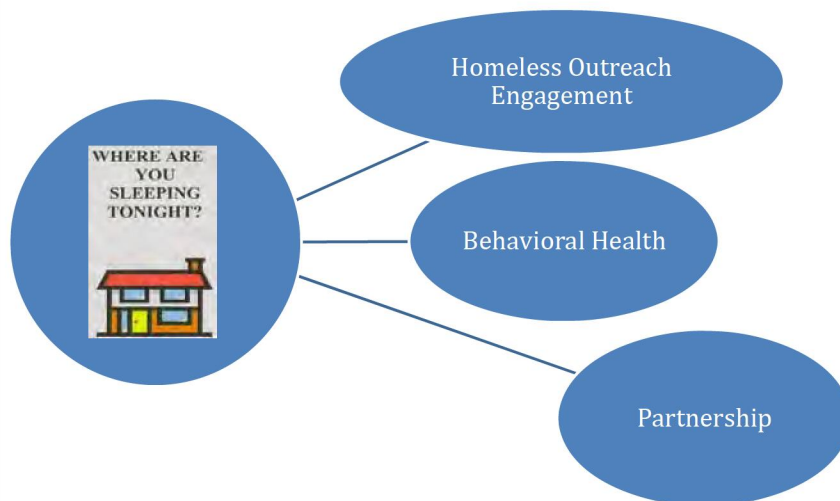
2



RiversideCa.gov



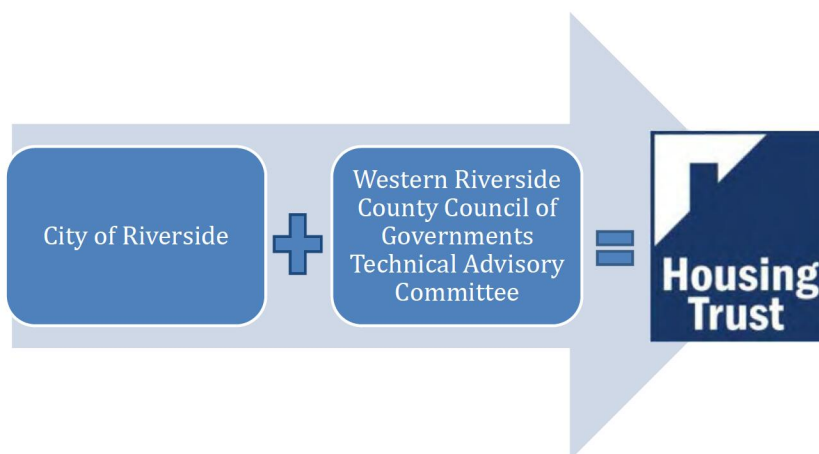
## GOAL #1: HOMELESS ENGAGEMENT



3

RiversideCa.gov

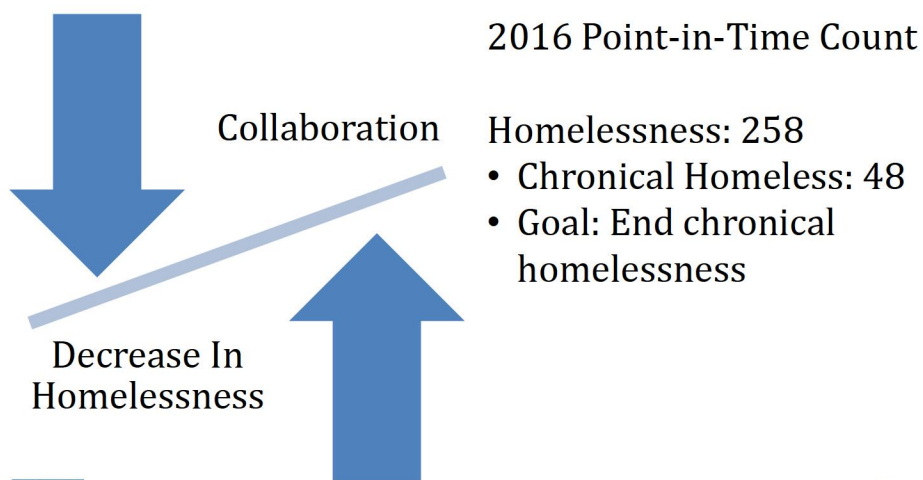
## GOAL #2: REGIONAL PARTNERSHIPS



4

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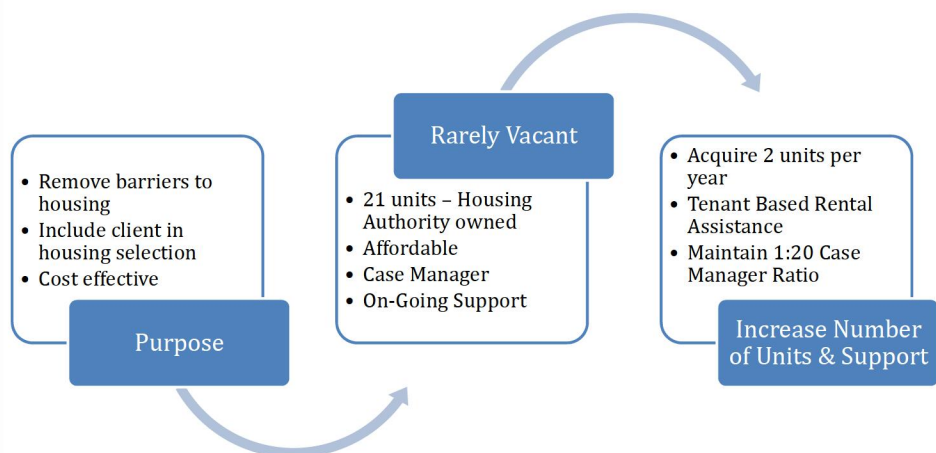
### GOAL #3: CONTINUUM OF CARE



5

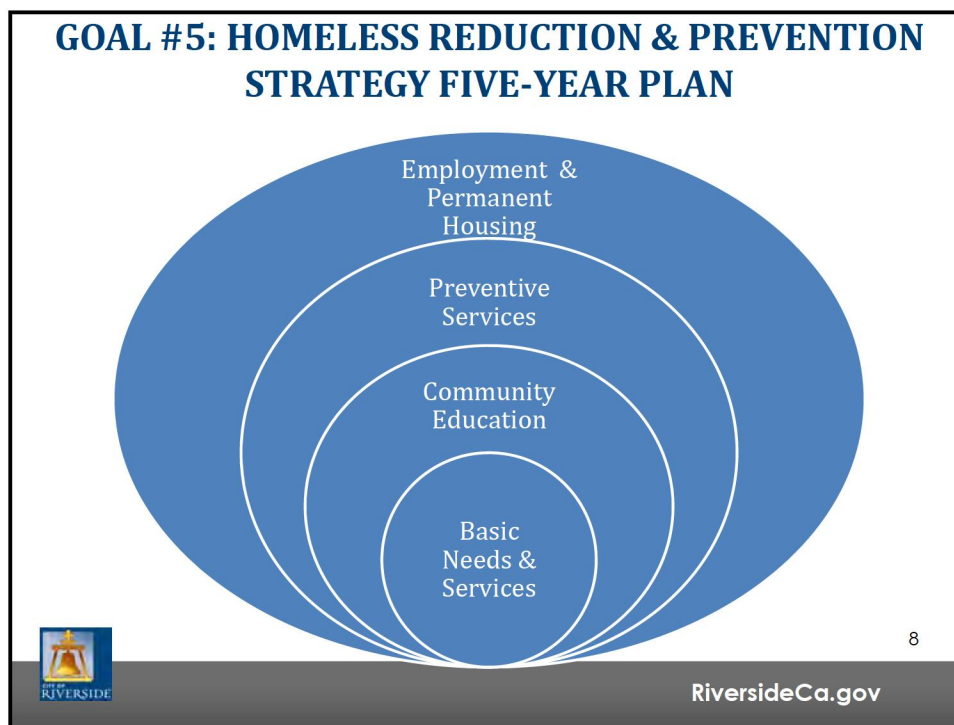
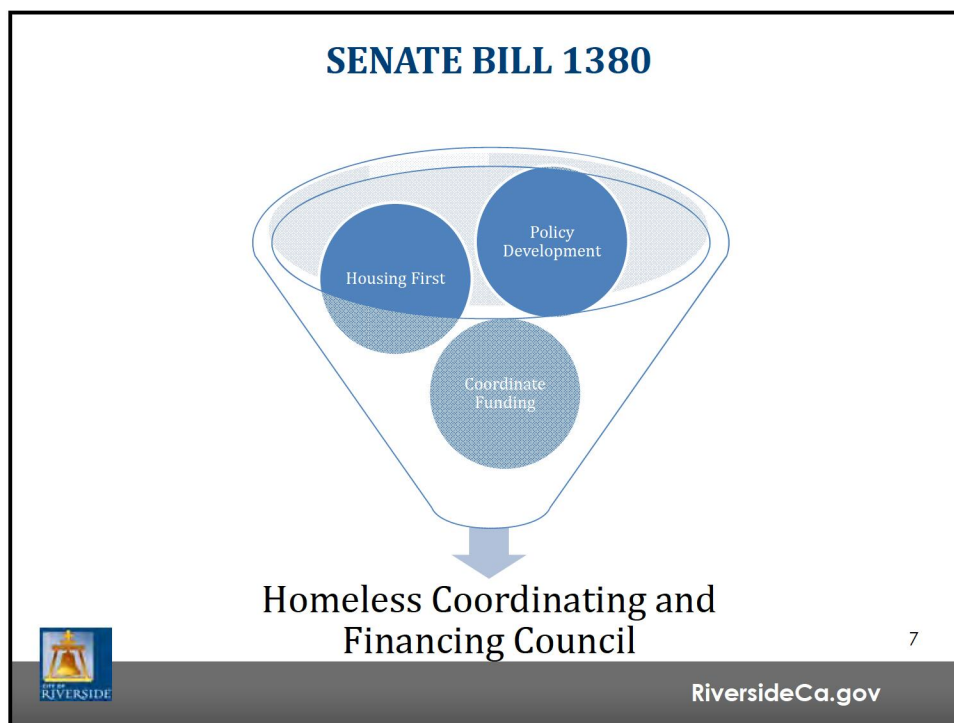
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### GOAL #4: HOUSING FIRST



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## Basic Needs & Services

### Expansion of the Riverside Homeless Service Campus

- Design 70% complete
- \$4 million
- Lotus Development LLP Funding Strategy Plan



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## Basic Needs & Services

### 2840 Hulen Place – Emergency and Cold Weather Shelter Programs

- 10+ year collaboration with Path of Life Ministries- 50/50 equity partners in property
- Contract expires June 30, 2016
- City intends to continue to offer these programs and pursue expansion of the Riverside Homeless Services Campus
- Purchase Path of Life Ministries equity in the property per the First Amendment to the Operating Agreement
- Release RFP for Shelter Operator
- Lease and Operating Agreement with POLM for FY 2016/17

Activity	Funding
Property Comparable	\$804,000
50% of Comparable	\$402,000
<b>Purchase Price</b>	<b>\$402,000</b>
Less City's Contribution During Agreement Term	(\$841,710)
<b>City's Purchase Price</b>	<b>(\$439,710)</b>

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## Riverside Homeless Services Campus



### Outreach Court Program

Identify best practices of existing Outreach Court Programs



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## Community Education

- New solutions oriented marketing campaign
- 3<sup>rd</sup> Annual Walk to End Homelessness
- Host Homeless Care Network
- Weekly engagement



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## Outreach

### **Strong Partnerships Bring Success**

- Downtown Pedestrian Mall Outreach:
  - 24 individuals housed
- Mayors Challenge to End Veteran Homelessness:
  - 89 homeless veterans housed
- Address river-bottom encampments



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## Access Center

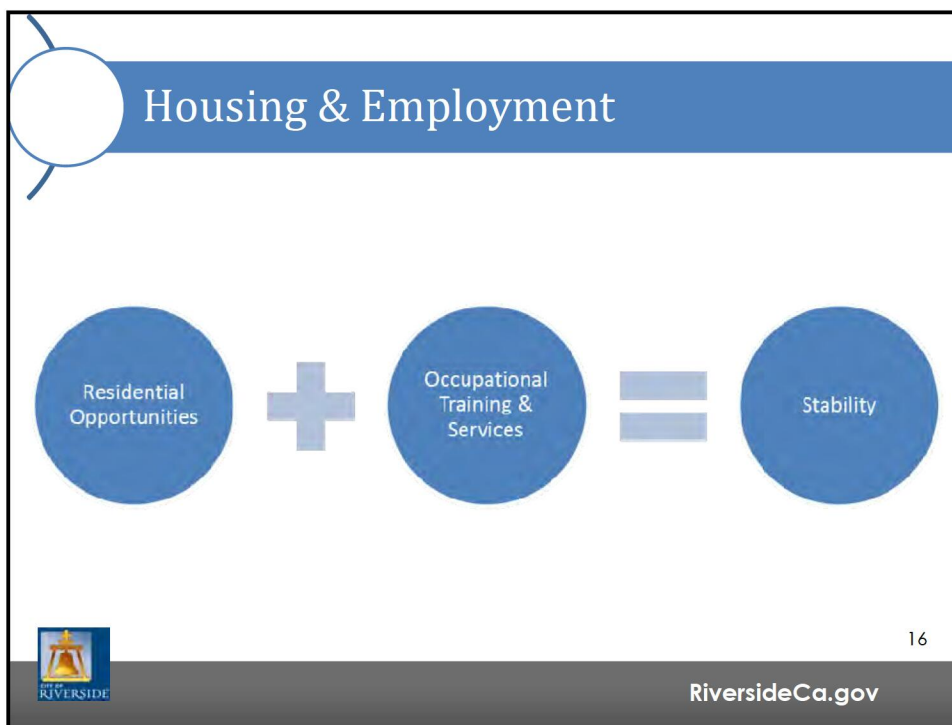
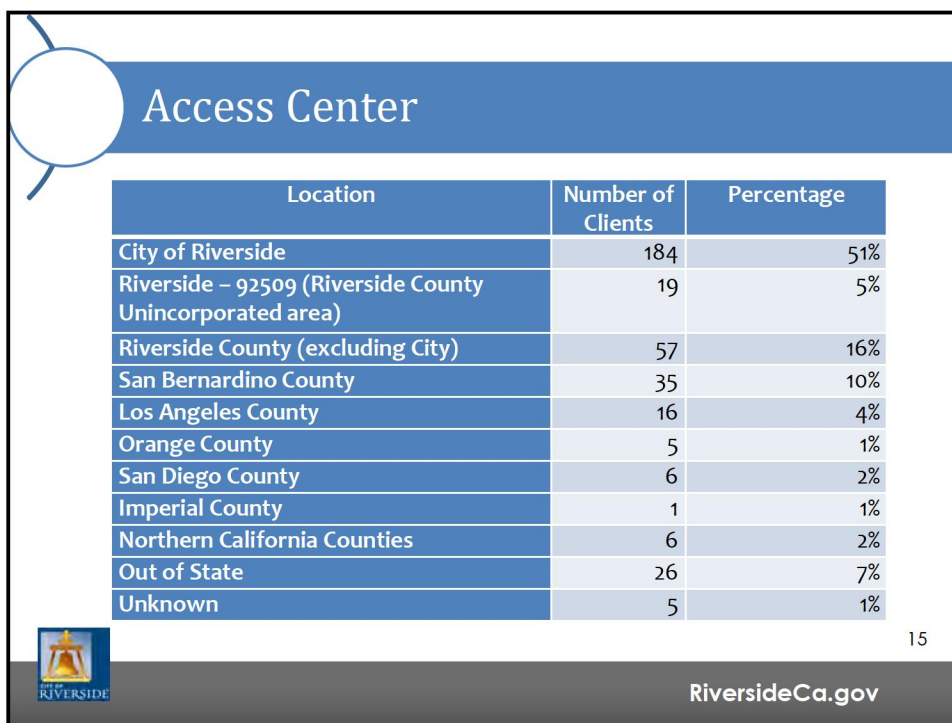
Activity	04/09/14-09/30/14	10/01/14 – 03/31/15	Change from Previous Reporting Period	04/01/15 – 09/30/15	Change from Previous Reporting Period	10/01/15-3/31/16	Change from Previous Reporting Period
No. of Clients Served at the Access Center	377	448	16%	352	-22%	360	9%
No. of Individuals/Families Entered Emergency Housing	Data not collected	412	N/A	82	-80%	316	285%
No. of Individuals/Families Received Rental Assistance	Data not collected	187	N/A	30	-84%	65	116%
No. of Clients Entered Permanent Supportive Housing	Data not collected	38	N/A	15	-61%	79	426%

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## ROOTS PROGRAM - CONCEPT



### Partnerships:

- County of Riverside Economic Development Agency Workforce Development
- Goodwill Southern California
- Altura Credit Union
- Community Development Block Grant
- City Housing Authority

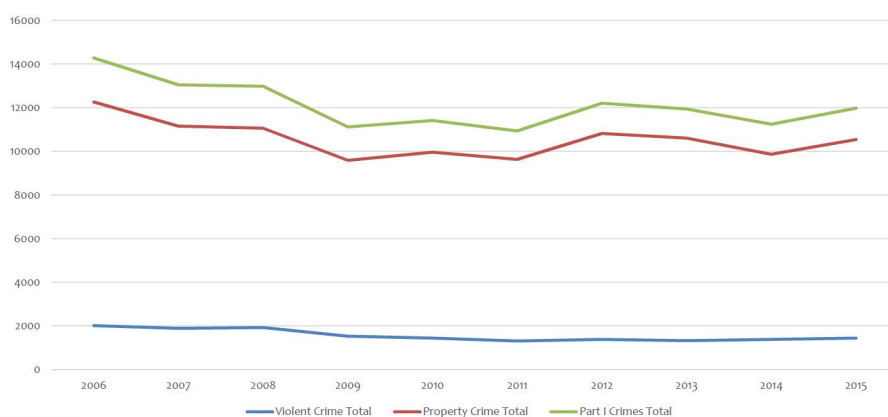


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## GOAL #6 – LAWS HARMING COMMUNITY LIVABILITY

Reported Part I Crimes  
2006 - 2015



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### **GOAL #7 – DOWNTOWN SAFETY AMBASSADOR PROGRAM**

- Coordination with the Riverside Police Officers Association and community stakeholders to refine program
- Request for Qualifications was revised based on their comments and will be released in late May



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### **FISCAL IMPACT**

- Proposed activities in the report have no impact to the General Fund
- Emergency and Cold Weather Shelter Programs are funded with federal Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) funds
  - FY 2015/2016 allocation
    - CDBG: \$125,500
    - ESG: \$162,958



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### **CITY COUNCIL RECOMMENDATIONS**

1. Receive updates on the CLTF Action Plan goals and Homeless Reduction and Prevention Strategy Five-Year Plan;
2. Make a finding that the City intends to continue operating an emergency and cold weather shelter programs at 2840 Hulen Place; buy out Path of Life Ministries interest in the property located at 2840 Hulen Place; and authorize staff to release a Request for Proposals for an emergency and cold weather shelter programs operator;



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### **CITY COUNCIL RECOMMENDATIONS**

3. Approve and authorize the City Manager to execute the Sponsorship Agreement with Altura Credit Union; and
4. Adopt the a Resolution to support Senate Bill 1380 - Homeless Coordination and Financing Council.



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### **HOUSING AUTHORITY RECOMMENDATIONS**

1. Approve and authorize the Executive Director to execute the Professional Consultant Services Agreement with Lotus Development Partners in the amount of \$150,000
2. Authorize a supplemental appropriation of \$150,000 from the Housing Authority Fund for the funding strategy plan.



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*City of Arts & Innovation*

# City Council and Housing Authority Memorandum

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**TO: HONORABLE MAYOR, CITY COUNCIL AND HOUSING AUTHORITY BOARD MEMBERS**      **DATE: MAY 24, 2016**

**FROM: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT**      **WARDS: ALL**

**SUBJECT: COMMUNITY LIVABILITY TASK FORCE ACTION PLAN GOALS AND HOMELESS REDUCTION AND PREVENTION STRATEGY FIVE-YEAR PLAN UPDATE - AGREEMENT WITH ALTURA CREDIT UNION - SUPPLEMENTAL APPROPRIATION FROM THE HOUSING AUTHORITY**

## **ISSUES:**

The City Council to receive an update on the Community Livability Task Force Action Plan goals and the Homeless Reduction and Prevention Strategy Five-Year Plan; make a finding that the City continue operating the Emergency and Cold Weather Shelter Programs at 2840 Hulen Place; exercise the City's first option under the First Amendment to the Operating Agreement to purchase 50% of Path of Life Ministries' equity in 2840 Hulen Place; authorize staff to release a Request for Proposals for an Emergency and Cold Weather Shelter Programs operator; and, consider: a Sponsorship Agreement with Altura Credit Union to provide a three-year financial sponsorship for the operation of a housing and employment program for homeless individuals, and a Resolution to support Senate Bill 1380, Homeless Coordination and Financing Council.

The Housing Authority to consider a Professional Consultant Services Agreement with Lotus Development Partners, LLP to develop a financing strategy plan to fund expansion of the Riverside Homeless Services Campus and on-going operations, and a supplemental appropriation of \$150,000 from the Housing Authority for the funding strategy plan.

## **RECOMMENDATIONS:**

That the City Council:

1. Receive an update on the Community Livability Task Force Action Plan goals and Homeless Reduction and Prevention Strategy Five-Year Plan;
2. Make a finding that the City intends to continue operating an emergency and cold weather shelter programs at 2840 Hulen Place; exercise the City's first option under the First Amendment to the Operating Agreement to purchase 50% of Path of Life Ministries' equity in 2840 Hulen Place; and authorize staff to release a Request for Proposals for an Emergency and Cold Weather Shelter Programs operator;
3. Approve a Sponsorship Agreement with Altura Credit Union (Attachment 1) to receive a three-year financial sponsorship for the Residential Opportunities, Occupational Training and Services (ROOTS) program for homeless individuals;



30.



## 11 Years of Progress in Partnership with the City of Riverside

City of Riverside  
11 year total

\$0 General Fund

\$2,425,411 Pass Through

9.6%

### Path of Life Programs

Family Shelter (50 beds)  
Community Shelter (64 beds)  
Rapid Re Housing (13 Units)  
Permanent Housing (80 Units)  
Behavioral Healthcare  
Employment Program  
Childcare  
+ more

Path of Life Partners  
11 year total

\$22,902,632

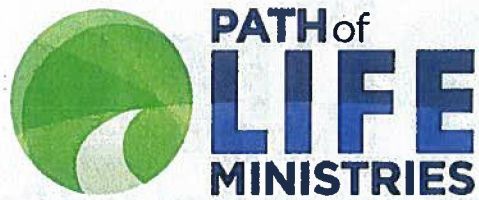
90.4%

100,000's of Meals  
3220 housing placements  
1791 employed  
(\$7836/ person housed)  
(Riverside: \$753/person housed)

\$1,294,439,985

in SAVED Community Costs  
(\$67K/Year/Person Housed)





1995

Pastor Raul Diaz founds Path of Life Church  
Begins operating Men's and Women's Homes.

2003

City of Riverside Approaches Path of Life to operate Cold Weather Shelter at Armory in Fairmont Park.

2004

Path of Life obtains EHAP Funds from State to Purchase Building on Hulen Court, Partners with City of Riverside to pay for tenant improvements and opens 1st Year Around Shelter Program for single men and women. (64 + 65)

2005

County of Riverside asks Path of Life to assume operations of Family Shelter on 3rd Street—JPA asks Path of Life to assume operations of Family Shelter on March Air Reserve Base - Path of Life works with TURN to garner local Church support (100K) to supplement operations of Transitional Housing Program on MARB (King Hall). (142 Beds)

City of Riverside starts Homeless Outreach and Homeless Care Network.

2006

Path of Life expands guest chef program and Case Management Systems.  
Path of Life Seeks additional HUD funds for Transitional Housing Program.

2011

Path of Life Launches Health to Hope Clinics.  
Path of Life Church Launches Path of Life Ministries as a separate and independent non-profit organization .

City of Riverside begins construction on Access Center.

2012

Path of Life Ministries begins Child Care (1st 5) and Kids of Promise Program.  
Starts Sheltering Hearts, \$1/month program, Sustainers Program, & Give BIG Riv.

2014

Path of Life Ministries launches Path of Life Enterprises (Angel Wings Bakery) & Starts Rental Assistance program and Perris Outreach Program  
Damien O'Farrell is appointed CEO, succeeding founder. (In line with succession plan created by the Board and Founder)

Riverside Ending Homeless Fund Forms

2015 +

Implementing Rapid Re-Housing Program for Families (7/15)  
Implementing Permanent Supportive Housing (7/15)  
Expanding Behavioral Health Program  
Launches Employment Pipeline  
Further development of Life Skills Pipeline  
Partners with Illumination Foundation to open Recuperative Care Program



City of Arts & Innovation

**Public Comment for May 24, 2016**  
**City Council/Housing Authority Meeting**  
**Prepared by the City Clerk's Office at 12 p.m. on May 24, 2016**

Item	Name	Neighborhood	Position	Comments
1. This is the portion of the meeting specifically set aside to invite your comments regarding Closed Session items and any matters within the jurisdiction of the City Council/Housing Authority - Individual audience participation is limited to 3 minutes and you will be asked to state your name and city of residence. Please complete and submit a speaker card to the City Clerk.	KD Wright	Magnolia Center		<p>Karen Doris Wright: VOTE NO ON MEASURE A, the prosecutor measure making prosecution of misdemeanors Riverside City Attorney's primary duty, which I believe would criminalize Riverside citizens. City Attorney stands to receive a SIGNIFICANT RAISE if Measure B passes because his duties would be doubled. He is NOT ELECTED, works for and answers to Riverside City Council, and I believe lacks independence in prosecuting any misdemeanors.</p> <p>VOTE NO ON MEASURE B wherein Riverside City Council spent OUR MONEY to ask for what amounts to a 60% salary increase (the SECOND one Riverside Council would receive since 2002) when RIVERSIDE VOTERS voted in 2002 on a Charter amendment that LIMITED COUNCIL SALARY INCREASES to a maximum of five percent (5%) in odd numbered years only -- which in itself is a very generous or too generous amount. The 2002 MAYOR AND SALARY COMMISSION (a CHARTER COMMISSION) determined the Council Position duties were a part-time job, and does NOT require 24hr/7days.</p> <p>Riverside City Council needs to cease and desist on the outrageous salaries, pensions and benefits being paid out in Riverside CA and needs to work to reduce outrageous and unsustainable salaries and pensions.</p> <p>Start now.</p> <p>It is unconscionable that you are soaking Riverside public who has low incomes, no pensions and no benefits in order to provide excessive benefits to Riverside employees. Start by eliminating FREE BUS passes for all City employees and eliminate FREE parking spaces for most all employees except those who on a daily basis are required to come and go. No free bus passes should be issued UNLESS the employee signs something saying they will NOT be driving to work but will use the bus pass. Stanford has a program for this such as for those who ride bicycles and do not drive to work. Check out what Stanford University does.</p> <p>Riverside City Council has been fiscally irresponsible and in particular in salary/pension/benefit negotiations</p>
11. Pursuant to Government Code §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of all Executive Management employees including City Attorney and City Clerk, all Management and Confidential employees as defined by PERS, Fire Management Unit, Riverside City Firefighters' Association, Riverside Police Officers' Association (Police and Police Supervisory Units), Service Employees International Union #721, International Brotherhood of Electrical Workers #47, and Riverside Police Administrators' Association	KD Wright	Magnolia Center		





City of Arts & Innovation

Public Comment for May 24, 2016  
City Council/Housing Authority Meeting  
Prepared by the City Clerk's Office at 12 p.m. on May 24, 2016

Item	Name	Neighborhood	Position	Comments
13. Brief reports on conferences, seminars, and regional meetings attended by Mayor and City Council, Ward updates, and announcements of upcoming events	KD Wright	Magnolia Center		<p>The Mayor and Council voted that public comments would begin a half hour after the evening meeting begins. Now the Mayor and Council are derailing that promise by adding in items on the agenda prior to public comments.</p> <p>I strongly believe this is done INTENTIONALLY to deter citizens from coming to make public comments, and to make Riverside City Council a dog and pony show wherein you give awards (on the following three items) wherein you have photo opportunities and can grow those who may vote for you in upcoming weeks.</p> <p>The awards need to be moved to a different day and time, as the Council spends less time on City matters, and does the most it can to discourage and HIDE public comment by denying citizens the right to speak to those items immediately after the item, &amp; limits public comments on 7 SEPARATE DEPARTMENTS to ONE three minute comment period AFTER all items are presented and after the Council members blather on in the main for no valid purpose, and then call for a break.</p>
17. This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council/Housing Authority - Individual audience participation is limited to 3 minutes and you will be asked to state your name and city of residence. Please complete and submit a speaker card to the City Clerk.	KD Wright	Magnolia Center		<p>Karen Doris Wright 204-3252 VOTE NO ON MEASURE A, the prosecutor measure making prosecution of misdemeanors Riverside City Attorney's primary duty, which I believe would criminalize Riverside citizens. City Attorney stands to receive a SIGNIFICANT RAISE if Measure B passes because his duties would be doubled. He is NOT ELECTED, works for and answers to Riverside City Council, and I believe lacks independence in prosecuting any misdemeanors.</p> <p>VOTE NO ON MEASURE B wherein Riverside City Council spent OUR MONEY to ask for what amounts to a 60% salary increase (the SECOND one Riverside Council would receive since 2002) when RIVERSIDE VOTERS voted in 2002 on a Charter amendment that LIMITED COUNCIL SALARY INCREASES to a maximum of five percent (5%) in odd numbered years only -- which in itself is a very generous or too generous amount. The 2002 MAYOR AND SALARY COMMISSION (a CHARTER COMMISSION) determined the Council Position duties were a part-time job, and does NOT require 24hr/7days.</p>



City of Arts & Innovation

Public Comment for May 24, 2016  
City Council/Housing Authority Meeting  
Prepared by the City Clerk's Office at 12 p.m. on May 24, 2016

Item	Name	Neighborhood	Position	Comments
36. Joint item with Housing Authority - Community Livability Task Force Action Plan and Homeless Reduction and Prevention Strategy Five-Year Plan updates - Continue operating emergency and cold weather shelter programs at 2840 Hulen Place and exercise City's first option under First Amendment to Operating Agreement to purchase 50 percent of Path of Life Ministries' equity in 2840 Hulen Place - Request for Proposals for Emergency and Cold Weather Shelter Programs operator - Agreement with Altura Credit Union for three-year sponsorship of Residential Opportunities, Occupational Training and Services program - A Resolution of the City Council of the City of Riverside, California, in support of the Senate Bill 1380 - Homeless Coordinating and Financing Council - Waive further reading - Agreement with Lotus Development Partners, LLP, for \$150,000 from Housing Authority to develop financing strategy plan for expansion of Riverside Homeless Services Campus and on-going operations - Supplemental appropriation (Community and Economic Development) (All Wards)	Barry Hildebrandt	Downtown	Support	I support the complete list of recommendations and goals for this item. It is well thought out and comprehensive for the needs of the citizens and people that need the help.

CITY OF RIVERSIDE  
SPEAKER CARD

AGENDA ITEM NO.: 36

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

IF YOU WISH TO ADDRESS THE CITY COUNCIL, PLEASE COMPLETE AND SUBMIT THIS CARD TO THE CITY CLERK. *Prep Col 2*  
SPEAKER CARDS WILL BE ACCEPTED UNTIL CONCLUSION OF PUBLIC COMMENT ON THE AGENDA ITEM.

NAME: Karen Davis Wright

DATE: 5/24/2016

CITY/NEIGHBORHOOD: Ward 3

PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_

*Not in favor* ☐ *Address* *of purchasing 50% City/State/Zip interest.*

SUBJECT: If the City is involved it seems the city

☐

SUPPORT

☐

OPPOSE

☐

NEUTRAL

*Should own the entire operation.*  
In accordance with the Public Records Act, any information you provide on this form is available to the public.

Pursuant to the City Council Meeting Rules adopted by Resolution No. 22980, the Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting.

*It seems we citizens have been paying for the owner of Helen Place, with funds the city gives/pays/grants during the year.*



CITY OF RIVERSIDE  
SPEAKER CARD

AGENDA ITEM NO.: 36

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

Page 2 of 2

IF YOU WISH TO ADDRESS THE CITY COUNCIL, PLEASE COMPLETE AND SUBMIT THIS CARD TO THE CITY CLERK. SPEAKER CARDS WILL BE ACCEPTED UNTIL CONCLUSION OF PUBLIC COMMENT ON THE AGENDA ITEM.

NAME: Karen Davis Wright

DATE: 5/24/2016

CITY/NEIGHBORHOOD: Ward 3

PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_

SUBJECT: Address Oppose \$150,000 from housing authority for City/State/Zip  
developing financing strategy for  
☐ SUPPORT ☒ OPPOSE ☐ NEUTRAL

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expansion of Riverside Homeless Service  
Campus and on-going operations  
① "Farmers" should not be cherry picked, and  
existing farmers and small gardens left out



**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 36

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NAME: John Conner DATE: 05/24/2016

CITY/NEIGHBORHOOD: Woodstreets/Riverside PHONE # (Optional): (951) 906-3185

ADDRESS (Optional): 4451 Ramona Dr., Riverside, CA 92506  
Address City/State/Zip

SUBJECT: A Request for cold weather shelter operator

☐

SUPPORT

☐

OPPOSE

☒

NEUTRAL

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**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 36

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NAME: BGB STOLKTON DATE: 5/24

CITY/NEIGHBORHOOD: 5 PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_  
Address City/State/Zip

SUBJECT: \_\_\_\_\_

☒ SUPPORT ☐ OPPOSE ☐ NEUTRAL

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3

**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 36

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

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NAME: DAMIEN O'FARRELL DATE: 5-24-16

CITY/NEIGHBORHOOD: WARD 1 PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_  
Address City/State/Zip

SUBJECT: #36

☐

SUPPORT

☐

OPPOSE

☐

NEUTRAL

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②

**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 36

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NAME: ANDREW WALKER DATE: 5/23/2016

CITY/NEIGHBORHOOD: \_\_\_\_\_ PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_  
Address City/State/Zip

SUBJECT: \_\_\_\_\_



SUPPORT



OPPOSE



NEUTRAL

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2



①

**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 36

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NAME: VIRGINIA WERLY DATE: 5/24/14  
CITY/NEIGHBORHOOD: WOOD STREETS PHONE # (Optional): 951 538 2503  
ADDRESS (Optional): 4425 OAKWOOD PL RIVERSIDE  
Address City/State/Zip  
SUBJECT: POLM Homeless Shelter

☐

SUPPORT

☐

OPPOSE

☐

NEUTRAL

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**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 56

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

IF YOU WISH TO ADDRESS THE CITY COUNCIL, PLEASE COMPLETE AND SUBMIT THIS CARD TO THE CITY CLERK.  
SPEAKER CARDS WILL BE ACCEPTED UNTIL CONCLUSION OF PUBLIC COMMENT ON THE AGENDA ITEM.

NAME: Theresa Newham DATE: MAY 24, 16

CITY/NEIGHBORHOOD: Grand PHONE # (Optional): 213-6828

ADDRESS (Optional): \_\_\_\_\_  
Address City/State/Zip

SUBJECT: \_\_\_\_\_

☐

SUPPORT

☐

OPPOSE

☐

NEUTRAL

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*City of Arts & Innovation*

**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 36

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

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SPEAKER CARDS WILL BE ACCEPTED UNTIL CONCLUSION OF PUBLIC COMMENT ON THE AGENDA ITEM.

NAME: ELI MAYER DATE: 5-24-16

CITY/NEIGHBORHOOD: LA SIERRA PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_  
Address City/State/Zip

SUBJECT: \_\_\_\_\_

☐

SUPPORT

☐

OPPOSE

☒

NEUTRAL

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**CITY OF RIVERSIDE  
SPEAKER CARD**

AGENDA ITEM NO.: 34

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

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SPEAKER CARDS WILL BE ACCEPTED UNTIL CONCLUSION OF PUBLIC COMMENT ON THE AGENDA ITEM.

NAME: Phyllis Purcell DATE: 5/24/16

CITY/NEIGHBORHOOD: \_\_\_\_\_ PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_  
Address City/State/Zip

SUBJECT: \_\_\_\_\_

☐

SUPPORT

☐

OPPOSE

☐

NEUTRAL

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*City of Arts & Innovation*



CITY OF RIVERSIDE  
SPEAKER CARD

AGENDA ITEM NO.: 36

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

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NAME: Karen Davis Wright

DATE: 5/24/2018

CITY/NEIGHBORHOOD: Ward 3

PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_

Not in favor of purchasing 50% interest.  
SUBJECT: If the City is involved it seems the city

☐

SUPPORT

☐

OPPOSE

☐

NEUTRAL

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Should own the entire operation.  
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It seems we citizens have been paying for the owner of Hulen Place, with funds the city gives/pays/grants during the year.



CITY OF RIVERSIDE  
SPEAKER CARD

AGENDA ITEM NO.: 36

WELCOME TO THE RIVERSIDE CITY COUNCIL MEETING.

Page 2 of 2

IF YOU WISH TO ADDRESS THE CITY COUNCIL, PLEASE COMPLETE AND SUBMIT THIS CARD TO THE CITY CLERK. SPEAKER CARDS WILL BE ACCEPTED UNTIL CONCLUSION OF PUBLIC COMMENT ON THE AGENDA ITEM.

NAME: Karen Davis Wright

DATE: 5/24/2016

CITY/NEIGHBORHOOD: Ward 3

PHONE # (Optional): \_\_\_\_\_

ADDRESS (Optional): \_\_\_\_\_

SUBJECT: Address Oppose \$150,000 from housing authority for City/State/Zip developing financing strategy for  
☐ SUPPORT ☒ OPPOSE ☐ NEUTRAL

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expansion of Riverside Homeless Service  
Campus and on-going operations  
① "Farmers" should not be cherry picked, and  
existing farmers and small gardens left out



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ADDRESS (Optional): \_\_\_\_\_

Not in favor <sup>Address</sup> of purchasing 50% interest City/State/Zip \_\_\_\_\_

SUBJECT: If the City is involved it seems the city

☐

SUPPORT

☐

OPPOSE

☐

NEUTRAL

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